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United States Treaties and Other International Agreements



VOLUME 23

IN FOUR PARTS

Part 1

1972

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by authority of law (1 U.S.C. § 112a)
under the direction
of the Secretary of State*

The Act approved September 23, 1950, Ch. 1001, § 2, 64 Stat. 979, 1 U.S.C. 112a, provides in part as follows:

"... United States Treaties and Other International Agreements shall be legal evidence of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and agreements, therein contained, in all the courts of the United States, the several States, and the Territories and insular possessions of the United States."

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SAUDI ARABIA

Television System and Radio Facility

Agreement extending the agreement of December 9, 1963, and January 6, 1964, as amended and extended.

Effected by exchange of notes

Signed at Jidda June 23, 1971, and January 4, 1972;

Entered into force January 4, 1972.

The American Ambassador to the Saudi Arabian Minister of State for Foreign Affairs

No. 336

JIDDA, June 23, 1971

EXCELLENCY :

I have the honor to refer to the agreement between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia effected by an exchange of notes signed at Jidda on December 9, 1963, and January 6, 1964, for the Establishment of a Television System in Saudi Arabia, to the exchange of notes in extension thereof signed June 27 and July 30, 1966, to the exchange of notes in amendment thereto signed May 23 and May 27, 1967, for the construction of a radio facility complex, to the exchange of notes in extension thereof signed June 30 and July 30, 1968, and to the exchange of notes in further extension thereof signed July 21, 1970, and November 10, 1970.^[1]

I have the honor to propose that the agreement as previously amended be further extended for one year, until July 30, 1972, without additions or alterations.

This note and Your Excellency's reply thereto concurring therein shall constitute an extension of the aforementioned agreement between our two Governments and shall enter into force upon the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

NICHOLAS G. THACHER

His Excellency

SAYYED OMAR SAQQAF,

*Minister of State for Foreign Affairs,
Jidda.*

¹ TIAS 5659, 6071, 6413, 6555, 6998; 15 UST 1864; 17 UST 1137; 18 UST 3178; 19 UST 6003; 21 UST 2567.

*The Saudi Arabian Acting Deputy Minister of State for
Foreign Affairs to the American Ambassador*

الرقم ١٨٧٢/١/١/٨٢
التاريخ ١٣١١/١١/١٨
الموافق ١١٧٢/١/
المرفقات برسر



المملكة العربية السعودية
وزارة الخارجية

بإصاحب السعادة :

بالأشارة لخطابكم رقم ٢٢٦ وتاريخ ٢٣/يونيو/١٩٧١م بشأن الاتفاقية المبرمة بين حكومة المملكة العربية السعودية وحكومة الولايات المتحدة الأمريكية بتبادل المذكرات المؤقتة في جده يوم ١/ديسمبر/١٩٦٣م ويوم ١/يناير/١٩٦٤م من أجل إقامة شبكة تلفزيون في المملكة العربية السعودية ، وإلى المذكرات المتبادلة لتعديل الاتفاقية المؤقتة يوم ٢٧/يونيو/٥٠ و ٣٠/يوليو/١٩٦٦م إلى المذكرات المتبادلة لتعديلها المؤقتة في ٢٣/مايو/١٩٦٧م بشأن تشييد مرفق أذاعي كامل ، وإلى المذكرات المتبادلة لتعديل الاتفاقية المؤقتة في ٣٠/يونيو/٥٠ و ٣٠/يوليو/١٩٦٨م ، وكذلك إلى المذكرات المتبادلة لتعديل الاتفاقية المؤقتة في ٢١/يوليو/١٩٧٠م و ١٠/نوفمبر/١٩٧٠م ، واقتراح معادلتكم لتعديل الاتفاقية لمدة سنة أخرى وذلك حتى ٣٠/يوليو/١٩٧٢م بسدون إضافات أو تغييرات .

يسرني أفادة معادلتكم بموافقة حكومة المملكة العربية السعودية على تعديل الاتفاقية آتية الذكر لغاية ٣١/يوليو/١٩٧٢ على أن لا يترتب على تجديد الاتفاقية أية التزامات مالية جديدة غير تلك المتفق عليها مالم يقتضي الحال اعتماد مبالغ إضافية .
وتقبلوا بإصاحب السعادة أطيب تحياتي .

وكيل وزارة الخارجية بالنيابة

أبراهيم السلطان

صاحب السعادة :

نيكولاس جيلمان تاتشر

سفير الولايات المتحدة الأمريكية بجده

ع/أ

*Translation***THE KINGDOM OF SAUDI ARABIA
MINISTRY OF FOREIGN AFFAIRS**

No. 87/1/1/13487/2

JANUARY 4, 1972

EXCELLENCY:

I have the honor to refer to your letter No. 336, dated June 23, 1971, concerning the agreement between the Government of the Kingdom of Saudi Arabia and the Government of the United States of America effected by an exchange of notes signed at Jidda, on December 9, 1963 and January 6, 1964 for the establishment of a television system in the Kingdom of Saudi Arabia, to the exchange of notes in extension thereof signed on June 27 and July 30, 1966, to the exchange of notes in amendment thereto signed on May 23 and 27, 1967 for the construction of a complete radio facility complex, to the exchange of notes in extension thereof signed on June 30 and July 30, 1968, to the exchange of notes in further extension thereof signed on July 21 and November 10, 1970, and to Your Excellency's proposal that the aforementioned agreement be further extended for one year, until July 30, 1972, without additions or alterations.

I have the pleasure to inform Your Excellency of the concurrence of the Government of the Kingdom of Saudi Arabia in the extension of the aforementioned agreement until July 31, 1972, provided that such extension shall not result in any new financial commitments other than those already agreed on, unless circumstances require the authorization of additional funds.

Accept, Excellency, the renewed assurances of my highest consideration.

IBRAHIM AL-SULTAN*Acting Deputy Minister of State for
Foreign Affairs***His Excellency****NICHOLAS G. THACHER,***Ambassador of the United States of America,
Jidda.*

TIAS 7205

INDONESIA
Agricultural Commodities

***Agreement amending the agreement of March 17, 1971, as amended.
Effected by exchange of notes
Signed at Djakarta January 5, 1972;
Entered into force January 5, 1972.***

*The American Ambassador to the Indonesian Minister of
Foreign Affairs*

No. 003

DJAKARTA, January 5, 1972

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on March 17, 1971, as amended,¹ and propose that Part II, Item I, Commodity Table be amended as follows:

For Cotton change value from Dollars 39.2 to Dollars 41.0. For Total Value change Dollars 68.6 to Dollars 70.4. All other terms and conditions of the March 17, 1971 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and your reply thereto constitute an Agreement between our two Governments effective on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

F. J. GALBRAITH

His Excellency
ADAM MALIK,
*Minister of Foreign Affairs,
Djakarta*

¹ TIAS 7085, 7225, 7251, 22 UST 477, 1831, 2100.

*The Indonesian Minister of Foreign Affairs to the
American Ambassador*

MINISTER FOR FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No. : D.0016/72/01

DJAKARTA, January 5, 1972

EXCELLENCY :

I have the honour to acknowledge receipt of Your Excellency's Note of today's date which reads as follows :

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on March 17, 1971, as amended, and propose that Part II, Item I, Commodity Table be amended as follows :

For Cotton change value from Dollars 39.2 to Dollars 41.0. For Total Value change Dollars 68.6 to Dollars 70.4. All other terms and conditions of the March 17, 1971 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and your reply thereto constitute an Agreement between our two Governments effective on the date of your note in reply."

I have the honour to confirm that the proposed arrangements as described in your Note are acceptable to my Government and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between our two Governments with effect from the date of this Note.

Please, Excellency, accept the renewed assurances of my highest consideration.

[SEAL]

ADAM MALIK

Adam Malik
Minister of Foreign Affairs

His Excellency
FRANCIS J. GALBRAITH
*Ambassador Extraordinary and Plenipotentiary
of the United States of America
Djakarta.-*

TIAS 7266

HONG KONG

Trade in Cotton Textiles

*Agreement amending the agreement of December 17, 1970.
Effected by exchange of notes
Signed at Hong Kong January 6, 1972;
Entered into force January 6, 1972;
Effective October 1, 1971.*

*The American Consul General to the Hong Kong Director of
Commerce and Industry*

AMERICAN CONSULATE GENERAL
HONG KONG, B. C. C.
January 6, 1972

No. 2

SIR:

I refer to the recent discussions between our two Governments concerning the incorporation of certain man-made fiber and wool textiles within the purview of the bilateral cotton textile agreement between our two Governments effected by an exchange of notes between the Consul General of the United States of America and the Director of Commerce of Industry of Hong Kong at Hong Kong on December 17, 1970. [1]

In order to accommodate the inclusion and coverage of certain man-made fiber and wool textiles within the bilateral cotton textile agreement, I propose that the bilateral cotton textile agreement referred to above be amended, with effect from October 1, 1971, in the following manner:

- (1) Paragraph 2 shall be replaced by the following paragraph:
"2. For the second agreement year, constituting the twelve-month period beginning October 1, 1971, the aggregate limit shall be 454,423,600 square yards equivalent."
- (2) Paragraph 3 shall be replaced by the following paragraph:
"3. Within the aggregate limit, the following group limits shall apply for the second agreement year:

¹ TIAS 7012; 21 UST 2699.

<u>Groups</u>	<u>Limits</u> (in square yards equivalent)
I Yarn and Fabric	192, 465, 200
II Apparel	218, 498, 654
III Made-up goods and miscellaneous	43, 459, 746

(3) Paragraph 12 shall be replaced by the following: "12. (a) Any article exported from Hong Kong to the United States which is considered to be a cotton textile according to either the weight criterion provided for in Article 9 of the LTA [¹] or the chief value criterion used by the Government of the United States of America (in accordance with paragraph 2 of Annex E of the LTA) shall be considered to be a cotton textile under this agreement;

(b) any textile product exported from Hong Kong in Groups I or III set out in Annex B(2) of this agreement, as amended (not including hand-made carpets, rugs and floor coverings) which comprises 17 percent or more wool by weight of fibre content or is in chief weight man-made fibre, but is not in chief weight or chief value cotton, shall be subject to the terms of this agreement;

(c) any textile product exported from Hong Kong in Group I or III which is of chief weight man-made fibers shall be considered a man-made fiber textile and shall be subject to the terms of this agreement. The Government of Hong Kong shall use a chief weight basis for export control and reporting requirements. The Government of the United States of America will classify imports of man-made fiber textiles on a chief value basis. If problems should arise, the two Governments shall consult promptly with a view to finding a mutually acceptable solution. If no such solution can be achieved, the chief value criterion shall prevail.

(4) Annex B of the agreement shall be redesignated as Annex B(1) and shall be amended by the addition of the following list as Annex B(2).

¹ Long-term arrangements regarding international trade in cotton textiles, concluded Feb. 9, 1962. TIAS 5240, 6040; 13 UST 2678; 21 UST 1970.

"ANNEX B(2)Categories of Man-Made Fiber Textile Products

<u>Category</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Syd. Con- version</u>
Group I			
200	Textured yarns	Lb.	3.51
201	Yarn wholly of continuous filament, cellulosic	Lb.	5.19
202	Yarn wholly of continuous filament, other	Lb.	11.6
203	Yarn wholly of non-continuous filament, cellulosic	Lb.	3.4
204	Yarn wholly of non-continuous filament, other	Lb.	4.12
205	Yarns, other	Lb.	3.51
206	Woven fabrics, cellulosic, wholly of continuous made-made fiber	Syd.	1.0
207	Woven fabrics, cellulosic, wholly of non-continuous fibers	Syd.	1.0
208	Woven fabrics, other, wholly of continuous man-made fiber	Syd.	1.0
209	Woven fabrics, other, wholly of non-continuous fibers	Syd.	1.0
210	Woven fabrics, other, of man-made fibers (including fabric containing more than 17% by weight of wool; glass fabrics and mixed yarn fabrics)	Syd.	1.0
211	Knit fabrics	Lb.	7.8
212	Pile and Tufted fabrics	Syd.	1.0
213	Specialty fabrics	Lb.	7.8
Group III			
241	Floor Coverings	Sft.	0.11
242	Other furnishings	Lb.	7.8
243	Man-made fiber manufactures, nes.	Lb.	7.8

Categories of Wool Textile Products

<u>Category</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Syd. Con- version</u>
Group I			
101	Wool tops and wool advanced	Lb.	1. 95
102	Yarns of Angora Rabbit hair	Lb.	1. 95
103	Other yarns of wool and hair	Lb.	1. 95
104	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.), over 3 yards in length	Syd.	1. 00
105	Billiard cloth	Syd.	1. 0
106	Blankets	Lb.	1. 295
107	Carriage and auto robes, etc. nes.	Lb.	1. 295
108	Tapestries and upholstery fabrics	Syd.	1. 0
109	Pile and tufted fabrics	Syd.	1. 0
110	Knit fabrics in the piece	Lb.	1. 95
Group III			
126	Lace and net articles including veiling	Lb.	1. 95
128	Miscellaneous wool manufactures	Lb.	1. 95
131	Braided floor coverings	Sft.	0. 1111
132	Wool floor coverings, nes.	Sft.	0. 1111"

If this proposal is acceptable to the Government of Hong Kong, this note and your note of acceptance on behalf of the Government of Hong Kong will constitute an agreement between our two Governments.

Accept Sir, the renewed assurance of my high consideration.

DAVID L. OSBORN

The Honorable

E. I. LEE,

Director,

*Commerce and Industry Department,
Hong Kong*

TIAS 7267

*The Hong Kong Director of Commerce and Industry to the American
Consul General*

工 商 策 管 理 處
香 港 防 火 局
一 九 七 年

COMMERCE & INDUSTRY DEPARTMENT,
FIRE BRIGADE BUILDING,
HONG KONG.

本處之參考編號

Our Ref.:

CR/EIC 110/3/10/2

6TH JANUARY, 1972

SIR,

I refer to your note No. 2 of today's date, proposing an amendment to the Agreement on Cotton Textiles signed between the Governments of the United States and Hong Kong on 17th December, 1970, and confirm that it is acceptable to my Government.

Accept, Sir, the renewed assurances of my high consideration.

E. I. LEE

(E.I. Lee)

Director of Commerce and Industry.

DAVID L. OSBORN, Esq.,
*Consul-General,
American Consulate-General,
26 Garden Road,
Hong Kong.*

ISRAEL

Agricultural Commodities

*Agreement signed at Washington January 13, 1972;
Entered into force January 13, 1972.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Israel have agreed to the sales of commodities specified below. This Agreement shall consist of the Preamble, Parts I and III, and the Dollar Credit Annex of the August 4, 1967 Agreement [¹] and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (United States Calendar Year)	<u>Approximate Maximum Quantity</u> (Metric Tons)	<u>Maximum Export Market Value</u> (Millions)
Feedgrains	1972	650, 000	\$35. 5
Wheat/wheat flour	1972	235, 000	14. 2
Edible Vegetable Oil	1972	15, 000	4. 2
Tobacco	1972	219	0. 5
Total			\$54. 4

ITEM II. Payment Terms:

Dollar Credit

1. Initial Payment - 5 percent.
2. Number of Installment Payments - 19.
3. Amount of each Installment Payment - Approximately equal annual amounts.
4. Due Date of First Installment Payment - Two years after the date of last delivery of commodities in each calendar year.

¹ TIAS 6314; 18 UST 1684.

5. Initial Interest Rate – 2 percent.
6. Continuing Interest Rate – 3 percent.

ITEM III. Usual Marketing Table:

Commodity	Import Period	Usual Marketing Requirements	
	(United States Calendar Year)	(Metric Tons)	
Feedgrains	1972	268,000	
Wheat/wheat flour	1972	135,000	(wheat equivalent)
Edible Vegetable Oil or Oilseeds (Oil Equivalent Basis)	1972	22,000	(of which at least 17,000 MT shall be imported from the United States)
Tobacco	1972	2,300	

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this Agreement, the export limitation period for the same or like commodity shall be the United States calendar year 1972 or any subsequent calendar year during which said commodities financed under this Agreement are being imported and utilized.

B. For the purposes of Part I, Article III A 3 of the agreement, the commodities considered to be the same as, or like, the commodities imported under this Agreement are: for feedgrains—feedgrains, including mixed feeds (with grain base), rye, corn, grain sorghums, barley, oats and products thereof, except seeds, animal products and industrial products; for wheat/wheat flour—wheat, wheat flour, bran, bulgur and/or rolled wheat; for edible vegetable oil—edible vegetable oil and oilseeds, including peanut, soybean, olive, sunflower, and cottonseed oils and products thereof.

C. During the United States Calendar Year 1972 the following permissible export arrangements are in effect:

1. Israel may export 25,000 metric tons of edible vegetable oil (including oil equivalent of edible oil bearing seeds) to countries friendly to the United States of America, provided that for each ton of edible vegetable oil exported, including oil equivalent of edible oil bearing seeds, the Government of Israel will purchase commercially from the United States of America an equivalent amount of edible vegetable oil or edible oil bearing seeds (calculated on the basis of soybeans with an oil extraction rate of 17.5 percent). These offsetting purchases will be in addition to the usual marketing requirement for edible vegetable oil.

2. Israel may export soybean oil meal, sunflower seeds and peanuts (not for crushing), edible olives, olive oil, desiccated coconut meat

and industrial oils and oilseeds without offsetting purchase requirements.

3. Israel may export margarine and/or shortening provided the Government of Israel purchases commercially from the United States of America an amount of edible vegetable oil or oil bearing seeds equivalent to the edible oil content of the margarine and/or shortening exported. These offsetting purchases will be in addition to the usual marketing requirement for edible vegetable oil. The extraction rate of edible oil bearing seeds to be used in calculation of the equivalent amount of edible oil contained in the margarine and/or shortening will be calculated on a basis of soybeans with an oil extraction rate of 17.5 percent.

4. Israel may export barley malt and up to \$150,000 worth of corn starch.

ITEM V. Self-Help Measures:

The Government of Israel, in maintaining their policy of increased agricultural production, will continue self-help activities in the following areas:

1. Further increase food production through intensive use of existing cropland.

2. Improve the facilities for the storage and distribution of food commodities.

3. Continue emphasis on adaptive research to develop new high yielding crop varieties.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight (Differential)

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Washington, in duplicate, this 13th day of January, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JOSEPH JOHN SISCO

FOR THE GOVERNMENT OF ISRAEL:

Y. RABIN

TIAS 7268

KHMER REPUBLIC
Agricultural Commodities

*Agreement signed at Phnom Penh January 13, 1972;
Entered into force January 13, 1972*

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
STATES OF AMERICA AND THE GOVERNMENT OF THE
KHMER REPUBLIC FOR SALES OF AGRICULTURAL COM-
MODITIES**

The Government of the United States of America and the Government of the Khmer Republic have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the March 2, 1971 Agreement,^[1] the following Part II, and the attached Convertible Local Currency Credit Annex:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (United States Calendar Year)	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u> (Thousands)
Cotton	1972	18,400 bales	\$3, 128
Cotton Yarn	1972	4.4 million pounds	3, 652
Tobacco	1972	1,500 metric tons	4, 068
Vegetable Oil	1972	3,000 metric tons	1, 067
Wheat/Wheat Flour	1972	24,000 metric tons	2, 180
TOTAL			\$14, 095

¹ TIAS 7079; 22 UST 441.

ITEM II. Payment Terms:**Convertible Local Currency Credit**

1. Initial Payment – None
2. Currency Use Payment – up to 100 percent of the amount disbursed by the Government of the exporting country plus accrued interest. Pursuant to PL 480, Section 103(b),¹ the currency use payment shall be utilized as follows:
 - a. U.S. expenditures – PL 480, Section 104(a) – 20 percent of the amount disbursed plus accrued interest.
 - b. Grant for common defense – PL 480, Section 104(c) – up to 80 percent of the amount disbursed at the option of the exporting country.
 - c. The entire currency use payment is payable upon demand by the Government of the exporting country, in amounts as it may determine, and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex to this agreement. No requests for payment will be made by the Government of the exporting country prior to the first disbursement under this agreement.
3. Number of Installment Payments – 31
4. Amount of Each Installment Payment – Approximately equal annual amounts.
5. Due Date of First Installment Payment – Ten years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate – 2 percent
7. Continuing Interest Rate – 3 percent

ITEM III. Usual Marketing Requirements: None**ITEM IV. Export Limitations:**

A. The export limitation period with respect to each commodity financed under this agreement for commodities the same as, or like, the commodities financed under this agreement shall be the period beginning on the date of this agreement and ending on the terminal date of the supply period or on the date when all of the relevant commodities have been imported and utilized, whichever date occurs later.

B. For the purposes of Part I, Article III A 3 of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for cotton and cotton yarn—cotton, cotton textiles (including yarn and waste); for vegetable oil—all edible vegetable oil, including peanut oil, soybean oil, palm oil, cottonseed oil, rapeseed oil, sunflower oil and sesame oil; for wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina and bulgur.

¹ 80 Stat. 1523; 7 U.S.C. § 1703(b).

ITEM V. Self-Help Measures:

The Government of the Khmer Republic agrees to give priority attention to protecting the harvest, storage, and movement of agricultural commodities.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

For economic development purposes as may be mutually agreed upon, including the self-help measures as specified in Item V.

ITEM VII. Other Provisions:

A. The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

B. Notwithstanding paragraph 4 of the Convertible Local Currency Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph so much of the proceeds accruing to it from the sales of commodities financed under this agreement as is equal to the amount of the currency use payment made by the Government of the importing country.

C. The currency use payment under Part II, Item II 2 of this agreement shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first principal installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first principal installment payment, until value of the currency use payment has been offset.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Phnom Penh, in duplicate, this 13th day of January, 1972.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

EMORY C SWANK

[SEAL]

FOR THE GOVERNMENT OF
THE KHMER REPUBLIC:

KOUN WICK

[SEAL]

**CONVERTIBLE LOCAL CURRENCY CREDIT ANNEX TO THE
AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE GOVERNMENT
OF THE KHMER REPUBLIC FOR SALES OF AGRICULTURAL
COMMODITIES**

The following provisions apply with respect to the sales of commodities financed on convertible local currency credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year, the principal of the credit (hereinafter referred to as principal) will consist of:

- a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and
- b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in such calendar year, except that if the installment payments for these commodities are not due on some anniversary

TIAS 7269

of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

6. All payments shall be in United States dollars or, if the Government of the exporting country so elects,

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the

Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

FRANCE

Double Taxation: Taxes on Income and Property

Protocol amending the convention of July 28, 1967.

Signed at Washington October 12, 1970;

*Ratification advised by the Senate of the United States of America
November 29, 1971;*

*Ratified by the President of the United States of America
January 3, 1972;*

Ratified by France February 15, 1971;

Ratifications exchanged at Paris January 21, 1972;

Entered into force February 21, 1972.

With exchange of notes.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The protocol to the convention of July 28, 1967 between the United States of America and the French Republic with respect to taxes on income and property was signed at Washington on October 12, 1970, the text of which protocol is annexed;

The Senate of the United States of America by its resolution of November 29, 1971, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the protocol;

The protocol was duly ratified by the President of the United States of America on January 3, 1972, in pursuance of the advice and consent of the Senate, and the protocol was duly ratified on the part of the French Republic;

It is provided in Article 2 of the protocol that the protocol shall enter into force one month after the date of exchange of the instruments of ratification; and

The instruments of ratification of the protocol were duly exchanged at Paris on January 21, 1972;

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the protocol of October 12, 1970 between the United States of America and the French Republic to the end that it shall be observed and fulfilled with good faith on and after February 21, 1972, by the United States of America and

by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-eighth day of January in the year of our Lord one thousand nine hundred seventy-
[SEAL] two and of the Independence of the United States of America the one hundred ninety-sixth.

RICHARD NIXON

By the President:

WILLIAM P. ROGERS
Secretary of State

**PROTOCOL TO THE CON-
VENTION BETWEEN THE
UNITED STATES OF
AMERICA AND THE
FRENCH REPUBLIC WITH
RESPECT TO TAXES ON
INCOME AND PROPERTY
OF JULY 28, 1967**

The President of the United States of America and the President of the French Republic, desiring to amend the Convention between the United States of America and the French Republic with respect to taxes on income and property of July 28, 1967,¹ have appointed for that purpose as their respective Plenipotentiaries:

The President of the United States of America:

William P. Rogers, Secretary of State of the United States of America, and

The President of the French Republic:

Charles Lucet, Ambassador Extraordinary and Plenipotentiary of the French Republic at Washington,

**AVENANT A LA CONVEN-
TION ENTRE LES ETATS-
UNIS D'AMERIQUE ET LA
REPUBLIQUE FRANÇAISE
EN MATIERE D'IMPOTS
SUR LE REVENU ET LA
FORTUNE DU 28 JUILLET
1967**

Le Président des Etats-Unis d'Amérique et le Président de la République française, désireux de modifier la Convention entre les Etats-Unis d'Amérique et la République française en matière d'impôts sur le revenu et la fortune du 28 juillet 1967, ont désigné à cette fin comme leurs plénipotentiaires respectifs:

Le Président des Etats-Unis d'Amérique:

William P. Rogers, Secrétaire d'Etat des Etats-Unis d'Amérique, et

Le Président de la République française:

Charles Lucet, Ambassadeur extraordinaire et plénipotentiaire de la République française à Washington,

¹ TIAS 6518; 19 UST 5280.

who have agreed upon the following provisions:

ARTICLE 1

(1) The following new paragraph (6) shall be added to Article 9 (Dividends) of the Convention:

“(6) (a) A resident of the United States who receives a dividend from a French corporation which, if received by a resident of France would entitle such resident to a tax credit (avoir fiscal), shall be entitled to a payment from the French Treasury equal to such credit (avoir fiscal), subject to the deduction from such payment of withholding tax in the amount provided for in paragraph (2)(a) of this article.

“(b) The provisions of subparagraph (a) shall be applicable to the following residents of the United States:

“(i) An individual or other person (other than a corporation or an entity treated under United States law as a corporation) who is a resident of the United States;

“(ii) A corporation which is not a regulated investment company and which, within the meaning of the provisions of the United States Internal Revenue Code providing a credit for taxes paid by a foreign corporation, owns less than 10 percent of the voting stock of the French corporation referred to in subparagraph (a); or

“(iii) A corporation which is a regulated investment com-

lesquels sont convenus des dispositions suivantes:

ARTICLE 1

(1) Un nouveau paragraphe (6) suivant est ajouté à l'article 9 (dividendes) de la Convention:

“(6) (a) Un résident des Etats-Unis qui reçoit un dividende distribué par une société française, qui donnerait droit à un avoir fiscal s'il était reçu par un résident de France, aura droit à un versement du Trésor français d'un montant égal à cet avoir fiscal, sous réserve de la déduction de la retenue à la source prévue au paragraphe (2)(a) du présent article.

“(b) Les dispositions de l'alinéa (a) s'appliqueront aux résidents des Etats-Unis ci-après:

“(i) une personne physique ou une autre personne (autre qu'une société ou une entité juridique considérée comme une société au regard de la législation des Etats-Unis) qui est résident des Etats-Unis;

“(ii) une société autre qu'une société d'investissement réglementée (regulated investment company) qui, au sens des dispositions du Code des Impôts des Etats-Unis accordant un crédit au titre des impôts payés par une société étrangère, détient moins de 10 pour cent des actions avec droit de vote de la société française visée à l'alinéa (a); ou

“(iii) une société qui est une société d'investissement règle-

pany owning less than 10 percent of the voting stock of the French corporation referred to in subparagraph (a) and which has less than 20 percent of its shares owned by persons who are neither citizens nor residents of the United States.

“(c) The payment provided for under subparagraph (a) shall be deemed to be a distribution by the French corporation.

“(d) The competent authorities may prescribe regulations to implement the provisions of this paragraph and further define and determine the terms and conditions under which any payment provided for in subparagraph (a) may be made.”

(2) Paragraph (3) of Article 9 of the Convention shall be amended to read as follows:

“(3) Paragraphs (2) and (6) of this article and, in the case of dividends derived by a resident of France, paragraph (1) of this article, shall not apply if the recipient of the dividends has a permanent establishment in the other Contracting State and the shares with respect to which the dividends are paid are effectively connected with the permanent establishment. In such a case, the provisions of Article 6 shall apply.”

(3) Paragraph (5) of Article 9 of the Convention shall be amended to read as follows:

“(5) When the prepayment (précompte) is levied by reason of dividends paid by a

mentée (regulated investment company) qui détient moins de 10 pour cent des actions avec droit de vote de la société française visée à l’alinéa (a) et dont moins de 20 pour cent des actions appartiennent à des personnes qui ne sont ni citoyens ni résidents des Etats-Unis.

“(c) Le paiement prévu à l’alinéa (a) sera considéré comme une distribution de la société française.

“(d) Les autorités compétentes peuvent fixer les règles nécessaires à l’application des dispositions de ce paragraphe et définir et déterminer plus précisément les modalités et les conditions dans lesquelles sont faits les paiements prévus à l’alinéa (a).”

(2) Le paragraphe (3) de l’article 9 de la Convention est remplacé par les dispositions ci-après:

“(3) Les paragraphes (2) et (6) du présent article et, pour les dividendes revenant à un résident de France, le paragraphe (1) de cet article ne s’appliquent pas si le bénéficiaire des dividendes a dans l’autre Etat contractant un établissement stable auquel se rattachent effectivement les actions à raison desquelles les dividendes sont payés. Dans ce cas, les dispositions de l’article 6 sont applicables.”

(3) Le paragraphe (5) de l’article 9 de la Convention est remplacé par les dispositions suivantes:

“(5) Lorsque le précompte est prélevé à raison des dividendes payés par une société française

TIAS 7270

French corporation to a resident of the United States, who is not entitled to the payment described in paragraph (6) with respect to such dividends, such resident shall be entitled to the refund of that prepayment, subject to deduction of the withholding tax with respect to the refunded amount in accordance with paragraph (2) of this article."

ARTICLE 2

This Protocol shall be ratified and instruments of ratification shall be exchanged at Paris. It shall enter into force one month after the date of exchange of the instruments of ratification.

Its provisions shall for the first time have effect for dividends declared on or after the first day of January 1970.

ARTICLE 3

This Protocol shall remain in force as long as the Convention between the United States of America and the French Republic with respect to taxes on income and property of July 28, 1967 shall remain in force.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed the present Protocol and affixed thereto their seals.

DONE at Washington in duplicate in the English and French languages, both texts being equally authoritative, the 12th day of October 1970.

FOR THE PRESIDENT OF THE UNITED STATES OF AMERICA:
POUR LE PRESIDENT DES ETATS-UNIS D'AMERIQUE:

[SEAL]

WILLIAM P ROGERS

FOR THE PRESIDENT OF THE FRENCH REPUBLIC:
POUR LE PRESIDENT DE LA REPUBLIQUE FRANÇAISE:

[SEAL]

CHARLES LUCET

à un résident des Etats-Unis n'ayant pas droit, pour ces dividendes, au paiement défini au paragraphe (6), ce résident a droit au remboursement du précompte, défalcation faite de la retenue à la source afférente au montant remboursé, perçu conformément au paragraphe (2) du présent article."

ARTICLE 2

Le présent Avenant sera ratifié et les instruments de ratification seront échangés à Paris. Il entrera en vigueur un mois après la date de l'échange des instruments de ratification.

Ses dispositions s'appliqueront pour la première fois pour les dividendes mis en paiement à partir du 1er janvier 1970.

ARTICLE 3

Le présent Avenant demeurera en vigueur aussi longtemps que la Convention entre les Etats-Unis d'Amérique et la République française en matière d'impôts sur le revenu et la fortune du 28 juillet 1967 demeurera en vigueur.

EN FOI DE QUOI, les plénipotentiaires des deux Etats ont signé le présent Avenant et y ont apposé leur sceau.

FAIT à Washington, en deux originaux en langues anglaise et française, les deux textes faisant également foi, le 12 octobre 1970.

The French Ambassador to the Secretary of State [1]

AMBASSADE DE FRANCE
AUX ÉTATS-UNIS

WASHINGTON, le 12 octobre 1970

MONSIEUR LE SECRÉTAIRE D'ÉTAT,

J'ai l'honneur de me référer à l'avenant à la convention entre la République française et les Etats-Unis d'Amérique en matière d'impôt sur le revenu et la fortune du 28 juillet 1967, qui a été signé ce jour et de vous faire connaître l'interprétation suivante qui est donnée par mon Gouvernement à cet accord.

L'avenant à la convention en matière d'impôt sur le revenu a pour objet d'accorder l'avoir fiscal français aux personnes qui font des placements de portefeuille en actions de sociétés françaises, y compris aux personnes qui font leurs placements par l'intermédiaire de sociétés d'investissement réglementées des Etats-Unis (Regulated Investment Companies). Les dispositions de l'avenant ne sont pas destinées à s'appliquer à une société des Etats-Unis qui a une participation substantielle, c'est-à-dire 10 pour cent ou plus des actions, dans une société française. En conséquence, il est entendu que l'avoir fiscal ne peut bénéficier indirectement à une société des Etats-Unis qui détiendrait indirectement les actions d'une société française au-delà de la limite prévue. En d'autres termes, si une société des Etats-Unis détient une participation indirecte de plus de 10 pour cent dans une société française en possédant tout ou partie du capital d'une ou plusieurs sociétés apparentées qui ont elles-mêmes des actions de cette société française, les autorités françaises pourront refuser d'accorder l'avoir fiscal à cette ou à ces sociétés apparentées.

Je vous serais reconnaissant de bien vouloir me faire savoir si cette interprétation recueille l'agrément de votre Gouvernement.

Dans l'affirmative, je vous propose que la présente lettre et la réponse de Votre Excellence constituent l'accord de nos deux gouvernements sur ce point./.

Veuillez agréer, je vous prie, Monsieur le Secrétaire d'Etat, l'assurance de ma haute considération.

CHARLES LUCET

Charles Lucet.

Ambassadeur de France aux Etats-Unis.

Honorable WILLIAM P. ROGERS
Secretary of State
Department of State
Washington, D.C.

¹ For the English language text, see p. 26.

The Secretary of State to the French Ambassador

DEPARTMENT OF STATE
WASHINGTON

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date which reads as follows:

"I have the honor to refer to the protocol to the Convention between the French Republic and the United States of America with respect to Taxes on Income and Property of July 28, 1967, which was signed today and to make known the following interpretation given by Government to this agreement:

"The protocol to the income tax convention is designed to extend the French tax credit ("Avoir Fiscal") to persons who make portfolio investments in stock of French corporations, including persons who make their investments through United States regulated investment companies. The provisions of the protocol are not intended to apply to a United States corporation which has a substantial interest, i.e., 10 percent or more of the stock, in a French corporation. Accordingly, it is understood that the tax credit ("Avoir Fiscal") may not be extended indirectly to a United States corporation which would indirectly hold shares in a French corporation in excess of the specified limit. In other words, if a United States corporation holds indirectly an interest in a French company in excess of 10 percent through its total or partial ownership of the stock in one or more related corporations which in turn own stock in the French corporation, the French authorities may refuse to extend the French tax credit ("Avoir Fiscal") to that or these related corporations.

"I should be grateful if you would let me know if this interpretation is acceptable to your Government. If so, I propose to you that this note and reply thereto constitute the agreement of our two Governments on this point.

"Please accept, Mr. Secretary, the assurances of my highest consideration."

I have the honor to confirm to you that my Government is in agreement with the statements in Your Excellency's note.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM P ROGERS

His Excellency

CHARLES LUCET,

Ambassador of the French Republic.

JAPAN

Trade in Cotton Textiles

*Arrangement effected by exchange of notes
Signed at Washington January 28, 1972;
Entered into force January 28, 1972;
Effective January 1, 1972.
With related notes.*

The Japanese Ambassador to the Secretary of State

EMBASSY OF JAPAN
WASHINGTON, D.C.

WASHINGTON, January 28, 1972

SIR:

I have the honor to refer to the Protocol done in Geneva on June 15, 1970, which extended the Long-Term Arrangement Regarding International Trade in Cotton Textiles done in Geneva on February 9, 1962 [¹] (hereinafter referred to as "the Long-Term Arrangement"), and which the Government of Japan accepted on October 1, 1971.

I have further the honor to refer to the recent discussions held between the representatives of the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States and to the Notes exchanged on June 29, 1971, [²] between the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States for the year 1971 (hereinafter referred to as "the Exchange of Notes"), and to confirm, on behalf of the Government of Japan, the understandings reached between the two Governments that, pursuant to the provisions of Article 4 of the Long-Term Arrangement as extended by the said Protocol, and with a view to providing for orderly development of trade in cotton textiles between Japan and the United States, the bilateral arrangement attached hereto will be applied by the two

¹ TIAS 5240, 6940; 13 UST 2672; 21 UST 1970.

² TIAS 7134; 22 UST 731.

[Footnotes added by the Department of State.]

Governments for the period of twenty-one months beginning January 1, 1972.

I have further the honor to request you to be good enough to confirm the foregoing understandings on behalf of the Government of the United States of America.

Accept, Sir, the renewed assurances of my highest consideration.

NOBUHIKO USHIBA

Enclosure :
Attachment

The Honorable

WILLIAM P. ROGERS

*Secretary of State of the United
States of America*

**ARRANGEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE UNITED STATES OF
AMERICA CONCERNING TRADE IN COTTON TEXTILES
BETWEEN JAPAN AND THE UNITED STATES**

Pursuant to the provisions of Article 4 of the Long-Term Arrangement, permitting "mutually acceptable arrangements on other terms not inconsistent with the basic objectives of this Arrangement," the following Arrangement will be applied by the two Governments for the period of twenty-one months beginning January 1, 1972.

1. The purpose of this Arrangement is to provide for orderly development of trade in cotton textiles between Japan and the United States. To achieve this purpose:

(a) The Government of the United States of America will cooperate with the Government of Japan in promoting orderly development of trade in cotton textiles between Japan and the United States, and

(b) The Government of Japan will maintain, for the period of twenty-one months beginning January 1, 1972, aggregate limits for exports of cotton textiles to the United States, and limits for major groups and limits or ceilings for certain products within those groups, subject to the provisions of this Arrangement.

2. The aggregate limits for the first twelve months period beginning January 1, 1972, and extending through December 31, 1972 (hereinafter referred to as "the first arrangement period"), and for the remaining nine months period beginning January 1, 1973, and extending through September 30, 1973 (hereinafter referred to as "the second arrangement period") will be 453,478,000 square yards equivalent

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and 357,114,000 square yards equivalent respectively. These limits will be sub-divided into four major groups as follows:

(a)

		The First Arrangement Period (Square Yards Equivalent)	The Second Arrangement Period (Square Yards Equivalent)
Group I	Cotton cloth	197, 952, 000	155, 888, 000
Group II	Made-up goods, usually included in U.S. cotton broad woven goods production	64, 670, 000	50, 927, 000
Group III	Apparel	175, 082, 000	137, 877, 000
Group IV	Miscellaneous cotton textiles	15, 774, 000	12, 422, 000

(b) Within these major groups, limits or ceilings for specific products are set forth in Annex A. Within the aggregate limits, the limits for Groups I, II and IV may be exceeded by not more than 10 percent, and the limit for Group III may be exceeded by not more than 5 percent.

(c) Each group set forth above will be deemed to contain the following categories which are defined in Annex B:

Group I	Categories 5 through 27, and part of Category 32 (i.e. dedicated handkerchief cloth)
Group II	Categories 28 through 31, 33 through 36, and Categories 32 (except for dedicated handkerchief cloth) and 64 (as specified in paragraph 6 of Annex A)
Group III	Categories 30 through 62, and part of Category 63 (as specified in paragraph 6 of Annex A)
Group IV	Categories 1 through 4, 37, 38, and parts of Categories 63 and 64 (as specified in paragraph 6 of Annex A)

3. (a) For each of the two arrangement periods, the Government of Japan may permit exports to exceed the aggregate, group and specific limits and ceilings by carryover in the following amounts and manner:

(1) The first arrangement period

(i) Exports may exceed the aggregate limit, as well as group and specific limits and ceilings for the first arrangement period by carryover of not more than the lesser of 5 percent of the limits or ceilings for 1971, applied under the Exchange of Notes or the actual shortfall in exports under such limits or ceilings in the year 1971, and

(ii) in the case of shortfalls in the categories subject to specific limits other than the specific limit for "all other" categories or "other" categories, and in the case of shortfalls in the categories subject to specific ceilings, the carryover will not exceed 5 percent of the specific limit or ceiling for the year 1971, and will be used in the same category in which the shortfall occurred, and

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(iii) in the case of shortfalls not attributable to categories covered in subparagraph (ii) of this subparagraph, the carryover will be used in the same group in which the shortfall occurred, may be used to exceed the specific limit in which the shortfall occurred but will not be used to exceed any other applicable specific limit, except in accordance with the provisions of paragraph 5 of Annex A, and will be subject to the provisions of paragraph 5 of this Arrangement and subparagraph 1(b) of Annex A.

(2) The second arrangement period

(i) Exports may exceed the aggregate limit as well as group and specific limits and ceilings for the second arrangement period by carryover of not more than the lesser of 5 percent of three fourths of the applicable limits or ceilings for the first arrangement period or three fourths of the actual shortfall in exports under such limits or ceilings in the first arrangement period, and

(ii) in the case of shortfalls in the categories subject to specific limits other than the specific limit for "all other" categories or "other" categories, and in the case of shortfalls in the categories subject to specific ceilings, the carryover will not exceed 5 percent of three fourths of the specific limit or ceiling for the first arrangement period, and will be used in the same category in which the shortfall occurred, and

(iii) in the case of shortfalls not attributable to categories covered in subparagraph (ii) of this subparagraph, the carryover will be used in the same group in which the shortfall occurred, may be used to exceed the specific limit in which the shortfall occurred but will not be used to exceed any other applicable specific limit, except in accordance with the provisions of paragraph 5 of Annex A, and will be subject to the provisions of paragraph 5 of this Arrangement and subparagraph 1(b) of Annex A.

(b) (i) The limits and ceilings referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or subparagraph 2(b) above, or subparagraphs 1(d), 2(b), 3(b) or 4(b) or paragraph 5 of Annex A except that for the purpose of this paragraph only the level of each group limit will be deemed to be the maximum amount that Japan could have exported in that group pursuant to subparagraph 2(b) above.

(ii) The provisions of subparagraph (b)(i) above will be applied *mutatis mutandis* to the limits and ceilings for the year 1971 applicable under the Exchange of Notes.

(c) The carryover will be in addition to the exports permitted under subparagraph 2(b) above, and subparagraphs 1(d), 2(b), 3(b) or 4(b) and paragraph 5 of Annex A.

4. In the implementation of this Arrangement, the system of categories and the rates of conversion into square yards equivalent listed in Annex B will apply.

5. (a) The two Governments undertake to consult whenever there is any question arising from the implementation of this Arrangement.

(b) If instances of excessive concentration of Japanese exports in any products within the scope of this Arrangement, except those included in categories for which limits or ceilings are specified in Annex A, or if instances of excessive concentration of Japanese exports of end products made from a particular type of fabric should cause or threaten to cause disruption of the United States market, the Government of the United States of America may request in writing consultations with the Government of Japan to determine an appropriate course of action. Such a request will be accompanied by a detailed, factual statement of the reasons and justification for the request, including relevant data on imports from third countries. During the course of such consultations, the Government of Japan will maintain exports in the products in question on a quarterly basis at annual levels not in excess of 105 percent of the exports of such products during the twelve most recent months for which relevant export data are available to both Governments.

(c) The provisions in subparagraph (b) above should only be resorted to sparingly. In the event that the Government of Japan considers that the substance of Annex A would be seriously affected due to the consultations in subparagraph (b), the Government of Japan may request that the consultations include a discussion of possible modifications of Annex A.

6. In recognition of the desire of the Government of the United States of America that excessive concentration in a short period of the year of the exports of particular products from Japan to the United States should be avoided, the Government of Japan will distribute exports from Japan to the United States of particular products equally by quarters as far as practicable and as necessary to meet seasonal demands.

7. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Arrangement including differences in points of procedure or operation.

8. The two Governments recognize that the successful implementation of this Arrangement depends in large part upon mutual cooperation on statistical questions. Accordingly, each Government agrees to supply promptly any available statistical data requested by the other Government. In particular, the Government of the United States of America will supply the Government of Japan with data on monthly imports of cotton textiles from Japan as well as from third countries, and the Government of Japan will supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States.

9. As regards products in any category under specific limits or ceilings specified in this Arrangement, the Government of the United States of America will keep under review the effect of this Arrangement with a view to orderly development of trade in cotton textiles between Japan and the United States, and will furnish the Government of Japan once a year with available statistics and other relevant data on imports, production and consumption of such products such as would clarify the impact of imports on the industry concerned.

10. If the Government of Japan considers that as a result of limits and ceilings specified in this Arrangement, Japan is being placed in an inequitable position vis-à-vis a third country the Government of Japan may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as a reasonable modification of this Arrangement.

11. The two Governments understand that the terms and conditions of the Long-Term Arrangement will be applicable to trade in cotton textiles between Japan and the United States except as provided in this Arrangement. The Government of the United States of America agrees that insofar as the exports from Japan of the products falling within the scope of Annex A of this Arrangement are conducted within the framework thereof the Government of the United States of America will not invoke Article 3 of the Long-Term Arrangement with respect to such products.

12. (a) This Arrangement will continue in force through September 30, 1973, provided that either Government may terminate this Arrangement prior thereto effective at the beginning of a calendar year by giving sixty-days' written notice to the other Government.

(b) Each Government may at any time propose modification of this Arrangement. The other Government will give sympathetic consideration to such proposal.

ANNEX A

1. (a) The following specific limits will apply within the total limits specified in paragraph 2(a) of the Arrangement for Group I "Cotton cloth" during the first and second arrangement periods:

	The First Arrangement Period	The Second Arrangement Period
(1) Gingham (Categories 5 and 6)	72,872,000 syds.	57,387,000 syds.
(2) Velveteens (Category 7)	4,338,000 syds.	3,416,000 syds.
(3) Typewriter ribbon cloth (Category 17)	1,557,000 syds.	1,226,000 syds.
(4) All other Fabrics (Categories 8 through 16, 18 through 27 and a part of Category 32 i.e. dedicated handkerchief cloth)	119,185,000 syds.	93,858,000 syds.

(b) In the event that (1) exports from Japan of "Ginghams, combed" would substantially exceed 75 percent of the limits for "Ginghams" or exports from Japan of "All Other Fabrics" made from combed warp and filling would substantially exceed 54,654,000 square yards for the first arrangement period and 43,040,000 square yards for the second arrangement period, and (2) as a result of this excess, such exports would cause or threaten to cause disruption of the United States domestic market, the Government of the United States of America may request, in the manner set forth in paragraph 5 of the Arrangement, consultations with the Government of Japan to determine an appropriate course of action. During the course of such consultations, the Government of Japan will maintain exports in the products in question at the same levels as those mentioned in paragraph 5(b) of the Arrangement.

(c) Within "All Other Fabrics", the following specific ceilings will not be exceeded:

	The First Arrangement Period	The Second Arrangement Period
(1) Duck (Part of Categories 26 and 27)	2,760,000 syds.	2,174,000 syds.
(2) Yarn-dyed dedicated handker- chief cloth, n.e.s. (Part of Category 32)	3,549,000 syds.	2,795,000 syds.

(d) Any shortfall below the limits specified in (1), (2) and (3) of paragraph 1(a) may be transferred to (4) "All Other Fabrics".

2. (a) The following specific limits will apply within the total limits specified in paragraph 2(a) of the Arrangement for Group II—"Made-up goods, usually included in U.S. cotton broad woven goods production" during the first and second arrangement periods:

	The First Arrangement Period	The Second Arrangement Period
(1) Pillowcases, plain (Categories 28 and 29)	8,517,000 nos.	6,707,000 nos.
(2) Handkerchief, except for dedicated handkerchief cloth (Part of Category 32)	1,987,000 doz.	1,565,000 doz.
(3) Sheets (Categories 34 and 35)	4,637,000 nos.	3,652,000 nos.
(4) All Other Made-Up Goods (Categories 30, 31, 33 and 36 and part of Category 64 as specified in paragraph 6 below)	23,390,000 syds. equiv.	18,416,000 syds. equiv.

(b) Any shortfall below the limits specified in (1), (2) and (3) of paragraph 2(a) may be transferred to (4)—“All Other Made-Up Goods”.

3. (a) The following specific limits will apply within the total limits specified in paragraph 2(a) of the Arrangement for Group III—“Apparel” during the first and second arrangement periods:

	The First Arrangement Period	The Second Arrangement Period
(1) T-Shirts, knit (Categories 41 and 42)	844,000 doz.	664,000 doz.
(2) Knitshirts, other than T and sweatshirts (Category 43)	1,276,000 doz.	1,005,000 doz.
(3) Men's and boys' shirts, dress, not knit or crocheted (Category 45)	603,000 doz.	475,000 doz.
(4) Men's and boys' shirts, sports, whether or not in sets, not knit or crocheted (Category 46)	1,132,000 doz.	891,000 doz.
(5) Raincoats $\frac{3}{4}$ length and over (Category 48)	95,000 doz.	75,000 doz.
(6) All other coats (Category 49)	190,000 doz.	149,000 doz.
(7) Trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted (Categories 50 and 51)	2,365,000 doz.	1,863,000 doz.
(8) Blouses, whether or not in sets, not knit or crocheted (Category 52)	2,799,000 doz.	2,204,000 doz.
(9) Dresses, not knit or crocheted (Category 53)	70,000 doz.	56,000 doz.
(10) Playsuits, sunsuits, washsuits, rompers, creepers etc., not knit or crocheted (Category 54)	284,000 doz.	224,000 doz.
(11) Nightwear and pajamas (Category 60)	190,000 doz.	149,000 doz.
(12) All Other Apparel (Categories 39, 40, 44, 47, 55 through 59, 61, 62 and part of Category 63 as specified in paragraph 6 below)	4,845,000 syds. equiv.	3,848,000 syds. equiv.

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(b) Any shortfall below the limits specified in (1) through (11) of paragraphs 3(a) may be transferred to (12)—“All Other Apparel”.

(c) Within the specific limits set forth in subparagraph (a) (7) above for “Trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted”, the following specific ceilings will not be exceeded during the first and second arrangement periods:

	The First Arrange- ment Period	The Second Arrange- ment Period
(1) Men's and boys' (Category 50)	789,000 doz.	621,000 doz.
(2) Women's, misses' and children's (Category 51)	1,834,000 doz.	1,444,000 doz.

(d) The aggregate volume of exports of the following apparel items manufactured of corduroy, where the chief weight of the item is corduroy, will be limited to 33,676,000 square yards equivalent for the first arrangement period and 26,520,000 square yards equivalent for the second arrangement period, based upon the conversion factors for the items in question which appear in Annex B:

Category No.	Description
46	Sportshirts
49	All other coats
50 - 51	Trousers
54	Playsuits

4. (a) The following specific limits will apply within the total limits specified in paragraph 2(a) of the Arrangement for Group IV “Miscellaneous cotton textiles” during the first and second arrangement periods:

	The First Arrangement Period	The Second Arrangement Period
(1) Zipper tapes, n.e.s.	1, 277, 000 lbs.	1, 006, 000 lbs.
(2) Other (Categories 1 through 4, 37, 38, parts of Categories 63 and 64 as specified in paragraph 6 below)	9, 900, 000 syds. equiv.	7, 794, 000 syds. equiv.

(b) Any shortfall below the limit specified in (1) in paragraph 4(a) may be transferred to (2)—“Other”.

5. Within the aggregate limits and the limitations for each group provided for in paragraph 2 of the Arrangement, the limits and ceilings set for specific products may be exceeded by not more than 5 percent.

6. With regard to Categories 63 and 64 referred to in subparagraph 2(c) of the Arrangement and in paragraph 2, 3 and 4 of this Annex, the following items or products as identified by TSUSA numbers will be included:

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CATEGORY 63 (To be included in Group III except as noted otherwise)

372. 1040 (scarves) ^{1 2}	382. 0056
372. 1540 (mufflers, scarves) ^{1 2}	382. 0072
372. 1560 (mufflers, scarves) ^{1 2}	382. 0080
373. 0540	382. 0082
373. 1045	382. 0084
380. 0040	382. 0086
380. 0043	382. 0088
380. 0046	382. 2700
380. 0052	382. 3000
380. 0055	382. 3334
380. 0070	382. 3336
380. 0073	382. 3338
380. 3000 ³	382. 3340
380. 3300	382. 3342
380. 3600	382. 3344
382. 0052	702. 1020 ³
382. 0054	

PART OF:

380. 0076 ³	382. 0090 ³
380. 3992 ³	382. 3392 ³
380. 3994 ³	382. 3394 ³

I.E., Pullovers	Diaper sets
Aprons	Dress shields ³
Alter cassocks	Sash belts ³
Beachwear sets	Apparel with bib
Swim wear	Bibs ³
Baseball uniforms	Belts for apparel ³
Sleeping bags for infants	Shoulder straps for
Halters	brassieres ³
Men's and boys' coveralls	Entireties
and overalls	

¹ These items will be included in Group II.

² The two Governments will consult as to whether or not any product other than the products enumerated for the footnoted items may be classified as an addition to these items. Such consultations will not cover shoe-uppers, Japan items, belts (other than sash belts and belts for apparel), suspenders and braces.

³ These items will be included in Group IV.

CATEGORY 64 (To be included in Group IV except as noted otherwise)

303. 2040	360. 2500
303. 2042	360. 3000
315. 0500 (cotton cords)	360. 7522
315. 1000 (cotton cords)	361. 0522
315. 1500 (cotton cords)	361. 0542
345. 1020	361. 5000
345. 1040	363. 0100 ¹
346. 4560	363. 0510 ¹
347. 1000	363. 0525 ¹
347. 1500	363. 4020 ¹
347. 2520 (candle wicking and other wicking with fast edges excluding lamp and stove wicking)	363. 4040 ¹
	363. 4520 ¹
	363. 4540 ¹
	364. 1220 ¹
347. 3340	365. 0000 ¹
347. 3380	365. 1510 ¹
348. 0010	365. 2510 ¹
348. 0510	365. 3110 ¹
350. 0010	365. 3510 ¹
351. 0500	365. 4010 ¹
351. 2510	365. 5010 ¹
351. 4010	365. 7010 ¹
351. 4610	365. 7510 ¹
351. 5010	365. 7700 ¹
351. 6010	365. 7830 ¹
351. 8010	366. 0300 ¹
351. 9010	366. 0600 ¹
352. 1010	366. 0900 ¹
352. 3010	366. 4500 ¹ (plain-woven, wholly of cotton)
352. 4010	
352. 5000	366. 4600 ¹
352. 8010	366. 6000 ¹
353. 1010	366. 6300 ¹
353. 5012	366. 6500 ¹
353. 5014	366. 6900 ¹
353. 5016	366. 7700 (table and bureau covers, center-pieces, runners, scarfs and doilies, plain-woven, wholly of cotton) ¹
357. 6010	
357. 7010	
357. 8010	
360. 2000	
372. 0400 ¹	386. 2500
385. 2500 ¹	386. 3000
385. 3000 ¹	386. 4000
385. 4000	386. 5000 (zipper tape with cord attached)
385. 6020	
386. 0400	734. 5045
386. 2000	

¹ These items will be included in Group II.

ANNEX B

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1.	Cotton yarn, singles, carded, not ornamented, etc.	lb.	4.6
2.	Cotton yarn, plied, carded, not ornamented, etc.	lb.	4.6
3.	Cotton yarn, singles, combed, not ornamented, etc.	lb.	4.6
4.	Cotton yarn, plied, combed, not ornamented, etc.	lb.	4.6
5.	Ginghams, carded yarn	syd.	1.0
6.	Ginghams, combed yarn	syd.	1.0
7.	Velveteens	syd.	1.0
8.	Corduroy	syd.	1.0
9.	Sheeting, carded yarn	syd.	1.0
10.	Sheeting, combed yarn	syd.	1.0
11.	Lawns, carded yarn	syd.	1.0
12.	Lawns, combed yarn	syd.	1.0
13.	Voiles, carded yarn	syd.	1.0
14.	Voiles, combed yarn	syd.	1.0
15.	Poplin and broadcloth, carded yarn	syd.	1.0
16.	Poplin and broadcloth, combed yarn	syd.	1.0
17.	Typewriter ribbon cloth	syd.	1.0
18.	Print cloth, shirting type, 80×80 type, carded yarn	syd.	1.0
19.	Print cloth, shirting type, other than 80×80 type, carded yarn	syd.	1.0
20.	Shirting, carded yarn	syd.	1.0
21.	Shirting, combed yarn	syd.	1.0
22.	Twill and sateen, carded yarn	syd.	1.0
23.	Twill and sateen, combed yarn	syd.	1.0
24.	Yarn-dyed fabrics, n.e.s., carded yarn	syd.	1.0
25.	Yarn-dyed fabrics, n.e.s., combed yarn	syd.	1.0
26.	Fabrics, n.e.s., carded yarn	syd.	1.0
27.	Fabrics, n.e.s., combed yarn	syd.	1.0
28.	Pillowcases, plain, carded yarn	no.	1.084
29.	Pillowcases, plain, combed yarn	no.	1.084
30.	Dish towels	no.	.348
31.	Towels, other than dish towels	no.	.348
32.	Handkerchiefs	doz.	1.66
33.	Table damasks and manufactures	lb.	3.17
34.	Sheets, carded yarn	no.	6.2
35.	Sheets, combed yarn	no.	6.2
36.	Bedspreads, including quilts	no.	6.9
37.	Braided and woven elastics	lb.	4.6
38.	Fishing nets	lb.	4.6
39.	Gloves and mittens	doz. pr.	3.527
40.	Hose and half hose	doz. pr.	4.6
41.	Men's and boys' all white T-shirts, knits or crocheted	doz.	7.234
42.	Other T-shirts	doz.	7.234
43.	Knitshirts, other than T-shirts and sweat-shirts (including infants)	doz.	7.234
44.	Sweaters and cardigans	doz.	36.8
45.	Men's and boys' shirts, dress, not knit or crocheted	doz.	22.186

Category	Description	Unit	Conversion Factor
46.	Men's and boys' shirts, sport, not knit or crocheted	doz.	24.457
47.	Men's and boys' shirts, work, not knit or crocheted	doz.	22.186
48.	Raincoats, $\frac{1}{4}$ length or over	doz.	50.0
49.	All other coats	doz.	32.5
50.	Men's and boys' trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	doz.	17.797
51.	Women's, misses' and children's trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	doz.	17.797
52.	Blouses, whether or not in sets	doz.	14.53
53.	Women's, misses', children's and infants' dresses (including nurses, and other uniform dresses), not knit or crocheted	doz.	45.3
54.	Playsuits, sunsuits, washsuits, creepers, rompers, etc. (except blouses and shorts; blouses and trousers; or blouses, shorts and skirt sets)	doz.	25.0
55.	Dressing gowns, including bathrobes and beachrobes, lounging gowns, dusters and housecoats, not knit or crocheted	doz.	51.0
56.	Men's and boys' undershirts (not T-shirts)	doz.	9.2
57.	Men's and boys' briefs and undershorts	doz.	11.25
58.	Drawers, shorts and briefs (except men's and boys' briefs), knit or crocheted	doz.	5.0
59.	All other underwear, not knit or crocheted	doz.	16.0
60.	Nightwear and pajamas	doz.	51.96
61.	Brassieres and other body supporting garments	doz.	4.75
62.	Other knitted or crocheted clothing	lb.	4.6
63.	Other clothing, not knit or crocheted	lb.	4.6
64. ¹	All other cotton textile items	lb.	4.6

¹ Floor coverings will be measured by actual square yardages.

The Secretary of State to the Japanese Ambassador

DEPARTMENT OF STATE
WASHINGTON

JANUARY 28, 1972

EXCELLENCY:

I have the honor to acknowledge receipt of your note of today's date and the bilateral arrangement attached thereto concerning trade in cotton textiles between Japan and the United States which reads as follows:

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"Sir:

"I have the honor to refer to the Protocol done in Geneva on June 15, 1970, which extended the Long-Term Arrangement Regarding International Trade in Cotton Textiles done in Geneva on February 9, 1962 (hereinafter referred to as "the Long-Term Arrangement"), and which the Government of Japan accepted on October 1, 1971.

"I have further the honor to refer to the recent discussions held between the representatives of the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States and to the Notes exchanged on June 29, 1971, between the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States for the year 1971 (hereinafter referred to as "the Exchange of Notes"), and to confirm, on behalf of the Government of Japan, the understanding reached between the two Governments that, pursuant to the provisions of Article 4 of the Long-Term Arrangement as extended by the said Protocol, and with a view to providing for orderly development of trade in cotton textiles between Japan and the United States, the bilateral arrangement attached hereto will be applied by the two Governments for the period of twenty-one months beginning January 1, 1972.

"I have further the honor to request you to be good enough to confirm the foregoing understandings on behalf of the Government of the United States of America.

"Accept, Sir, the renewed assurances of my highest consideration.

"Enclosure :

"Attachment

**"ARRANGEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE UNITED STATES OF
AMERICA CONCERNING TRADE IN COTTON TEXTILES
BETWEEN JAPAN AND THE UNITED STATES**

"Pursuant to the provisions of Article 4 of the Long-Term Arrangement, permitting "mutually acceptable arrangement on other terms not inconsistent with the basic objectives of this Arrangement," the following Arrangement will be applied by the two Governments for the period of twenty-one months beginning January 1, 1972.

"1. The purpose of this Arrangement is to provide for orderly development of trade in cotton textiles between Japan and the United States. To achieve this purpose :

"(a) The Government of the United States of America will cooperate with the Government of Japan in promoting orderly development of trade in cotton textiles between Japan and the United States, and

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“(b) The Government of Japan will maintain, for the period of twenty-one months beginning January 1, 1972, aggregate limits for exports of cotton textiles to the United States, and limits for major groups and limits or ceiling for certain products within those groups, subject to the provisions of this Arrangement.

“2. The aggregate limits for the first twelve months period beginning January 1, 1972, and extending through December 31, 1972 (hereinafter referred to as “the first arrangement period”), and for the remaining nine months period beginning January 1, 1973, and extending through September 30, 1973 (hereinafter referred to as “the second arrangement period”) will be 453,478,000 square yards equivalent and 357,114,000 square yards equivalent respectively. These limits will be sub-divided into four major groups as follows:

“(a)

		The First Arrangement Period (Square Yards Equivalent)	The Second Arrangement Period (Square Yards Equivalent)
Group I	Cotton cloth	197, 952, 000	155, 888, 000
Group II	Made-up goods, usually included in U.S. cotton broad woven goods production	64, 670, 000	50, 927, 000
Group III	Apparel	175, 082, 000	137, 877, 000
Group IV	Miscellaneous cotton textiles	15, 774, 000	12, 422, 000

“(b) Within these major groups, limits or ceiling for specific products are set forth in Annex A. Within the aggregate limits, the limits for Groups I, II and IV may be exceeded by not more than 10 percent, and the limit for Group III may be exceeded by not more than 5 percent.

“(c) Each group set forth above will be deemed to contain the following categories which are defined in Annex B:

Group I	Categories 5 through 27, and part of Category 32 (i.e. dedicated handkerchief cloth)
Group II	Categories 28 through 31, 33 through 36, and Categories 32 (except for dedicated handkerchief cloth) and 64 (as specified in paragraph 6 of Annex A)
Group III	Categories 39 through 62, and part of Category 63 (as specified in paragraph 6 of Annex A)
Group IV	Categories 1 through 4, 37, 38, and parts of Categories 63 and 64 (as specified in paragraph 6 of Annex A)

“3. (a) For each of the two arrangement periods, the Government of Japan may permit exports to exceed the aggregate, group and specific limits and ceilings by carryover in the following amounts and manner:

“(1) The first arrangement period

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“(i) Exports may exceed the aggregate limit, as well as group and specific limits and ceilings for the first arrangement period by carry-over of not more than the lesser of 5 percent of the limits or ceilings for 1971, applied under the Exchange of Notes or the actual shortfall in exports under such limits or ceiling in the year 1971, and

“(ii) in the case of shortfalls in the categories subject to specific limits other than the specific limit for “all other” categories or “other” categories, and in the case of shortfalls in the categories subject to specific ceilings, the carryover will not exceed 5 percent of the specific limit or ceiling for the year 1971, and will be used in the same category in which the shortfall occurred, and

“(iii) in the case of shortfalls not attributable to categories covered in subparagraph (ii) of this subparagraph, the carryover will be used in the same group in which the shortfall occurred, may be used to exceed the specific limit in which the shortfall occurred but will not be used to exceed any other applicable specific limits, except in accordance with the provisions of paragraph 5 of Annex A, and will be subject to the provisions of paragraph 5 of this Arrangement and subparagraph 1(b) of Annex A.

“(2) The second arrangement period

“(i) Exports may exceed the aggregate limit as well as group and specific limits and ceilings for the second arrangement period by carryover not more than the lesser of 5 percent of three fourths of the applicable limits or ceilings for the first arrangement period or three fourths of the actual shortfall in exports under such limits or ceilings in the first arrangement period, and

“(ii) in the case of shortfalls in the categories subject to specific limits other than the specific limit for “all other” categories or “other” categories, and in the case of shortfalls in the categories subject to specific ceilings, the carryover will not exceed 5 percent of three fourths of the specific limit or ceiling for the first arrangement period, and will be used in the same category in which the shortfall occurred, and

“(iii) in the case of shortfalls not attributable to categories covered in subparagraph (ii) of this subparagraph, the carryover will be used in the same group in which the shortfall occurred, may be used to exceed the specific limit in which the shortfall occurred but will not be used to exceed any other applicable specific limit, except in accordance with the provisions of paragraph 5 of Annex A, and will be subject to the provisions of paragraph 5 of this Arrangement and subparagraph 1(b) of Annex A.

“(b) (i) The limits and ceilings referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or subparagraph 2(b) above, or subparagraphs 1(d), 2(b), 3(b) or 4(b) or paragraph 5 of Annex A except that for the purpose of this paragraph only the level of each group limit will be deemed to be the maximum amount that Japan could have exported in that group pursuant to subparagraph 2(b) above.

“(ii) The provisions of subparagraph (b) (i) above will be applied *mutatis mutandis* to the limits and ceilings for the year 1971 applicable under the Exchange of Notes.

“(c) The carryover will be in addition to the exports permitted under subparagraph 2(b) above, and subparagraph 1(d), 2(b), 3(b), or 4(b) and paragraph 5 of Annex A.

“4. In the implementation of this Arrangement, the system of categories and the rates of conversion into square yards equivalent listed in Annex B will apply.

“5. (a) The two Governments undertake to consult whenever there is any question arising from the implementation of this Arrangement.

“(b) If instances of excessive concentration of Japanese exports in any products within the scope of this Arrangement, except those included in categories for which limits or ceilings are specified in Annex A, or if instances of excessive concentration of Japanese exports of end products made from a particular type of fabric should cause or threaten to cause disruption of the United States market, the Government of the United States of America may request in writing consultations with the Government of Japan to determine an appropriate course of action. Such a request will be accompanied by a detailed, factual statement of the reasons and justification for the request, including relevant data on imports from third countries. During the course of such consultations, the Government of Japan will maintain exports in the products in question on a quarterly basis at annual levels not in excess of 105 percent of the exports of such products during the twelve most recent months for which relevant export data are available to both Governments.

“(c) The provisions in subparagraph (b) above should only be resorted to sparingly. In the event that the Government of Japan considers that the substance of Annex A would be seriously affected due to the consultations in subparagraph (b), the Government of Japan may request that the consultations include a discussion of possible modifications of Annex A.

“6. In recognition of the desire of the Government of the United States of America that excessive concentration in a short period of the year of the exports of particular products from Japan to the United States should be avoided, the Government of Japan will distribute exports from Japan to the United States of particular products equally by quarters as far as practicable and as necessary to meet seasonal demands.

“7. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Arrangement including differences in points of procedure or operation.

"8. The two Governments recognize that the successful implementation of this Arrangement depends in large part upon mutual cooperation on statistical questions. Accordingly, each Government agrees to supply promptly any available statistical data requested by the other Government. In particular, the Government of the United States of America will supply the Government of Japan with data on monthly imports of cotton textiles from Japan as well as from third countries, and the Government of Japan will supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States.

"9. As regards products in any category under specific limits or ceilings specified in this Arrangement, the Government of the United States of America will keep under review the effect of this Arrangement with a view to orderly development of trade in cotton textiles between Japan and the United States, and will furnish the Government of Japan once a year with available statistics and other relevant data on imports, production and consumption of such products such as would clarify the impact of imports on the industry concerned.

"10. If the Government of Japan considers that as a result of limits and ceilings specified in this Arrangement, Japan is being placed in an inequitable position vis-a-vis a third country, the Government of Japan may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as a reasonable modification of this Arrangement.

"11. The two Governments understand that the terms and conditions of the Long-Term Arrangement will be applicable to trade in cotton textiles between Japan and the United States except as provided in this Arrangement. The Government of the United States of America agrees that insofar as the exports from Japan of the products falling within the scope of Annex A of this Arrangement are conducted within the framework thereof the Government of the United States of America will not invoke Article 3 of the Long-Term Arrangement with respect to such products.

"12. (a) This Arrangement will continue in force through September 30, 1973, provided that either Government may terminate this Arrangement prior thereto effective at the beginning of a calendar year by giving sixty-days' written notice to the other Government.

"(b) Each Government may at any time propose modification of this Arrangement. The other Government will give sympathetic consideration to such proposal.

"ANNEX A

"1. (a) The following specific limits will apply within the total limits specified in paragraph 2(a) of the Arrangement for Group I "Cotton cloth" during the first and second arrangement periods:

	<u>The First Arrangement Period</u>	<u>The Second Arrangement Period</u>
(1) Gingham (Categories 5 and 6)	72,872,000 syds.	57,387,000 syds.
(2) Velveteens (Category 7)	4,338,000 syds.	3,416,000 syds.
(3) Typewriter ribbon cloth (Category 17)	1,557,000 syds.	1,226,000 syds.
(4) All Other Fabrics (Categories 8 through 16, 18 through 27 and a part of category 32 i.e. dedicated handkerchief cloth)	119,185,000 syds.	93,858,000 syds.

"(b) In the event that (1) exports from Japan of "Ginghams, combed" would substantially exceed 75 percent of the limits for "Ginghams" or exports from Japan of "All Other Fabrics" made from combed warp and filling would substantially exceed 54,654,000 square yards for the first arrangement period and 43,040,000 square yards for the second arrangement period, and (2) as a result of this excess, such exports would cause or threaten to cause disruption of the United States domestic market, the Government of the United States of America may request, in the manner set forth in paragraph 5 of the Arrangement, consultations with the Government of Japan to determine an appropriate course of action. During the course of such consultations, the Government of Japan will maintain exports in the products in question at the same levels as those mentioned in paragraph 5(b) of the Arrangement.

"(c) Within "All Other Fabrics", the following specific ceilings will not be exceeded:

	<u>The First Arrangement Period</u>	<u>The Second Arrangement Period</u>
(1) Duck (Part of Categories 26 and 27)	2,760,000 syds.	2,174,000 syds.
(2) Yarn-dyed dedicated handker- chief cloth, n.e.s. (Part of Category 32)	3,549,000 syds.	2,795,000 syds.

"(d) Any shortfall below the limits specified in (1), (2) and (3) of paragraph 1(a) may be transferred to (4) "All Other Fabrics".

"2. (a) The following specific limits will apply within the total limits specified in paragraph 2(a) of the Arrangement for Group II—"Made-up goods, usually included in U.S. cotton broad woven goods production" during the first and second arrangement periods:

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	The First Arrangement Period	The Second Arrangement Period
(1) Pillowcases, plain (Categories 28 and 29)	8,517,000 nos.	6,707,000 nos.
(2) Handkerchief, except for dedicated handkerchief cloth (Part of Category 32)	1,987,000 nos.	1,565,000 nos.
(3) Sheets (Categories 34 and 35)	4,637,000 nos.	3,652,000 nos.
(4) All Other Made-Up Goods (Categories 30, 31, 33 and 36 and part of Category 64 as specified in paragraph 6 below)	23,390,000 syds. equiv.	18,416,000 syds. equiv.

“(b) Any shortfall below the limits specified in (1), (2) and (3) of paragraph 2(a) may be transferred to (4)—“All Other Made-Up Goods”.

“3. (a) The following specific limits will apply within the total limits specified in paragraph 2(a) of the Arrangement for Group III—“Apparel” during the first and second arrangement periods:

	The First Arrangement Period	The Second Arrangement Period
(1) T-Shirts, knit (Categories 41 and 42)	844, 000 doz.	664, 000 doz.
(2) Knitshirts, other than T and sweatshirts (Category 43)	1, 276, 000 doz.	1, 005, 000 doz.
(3) Men's and boys' shirts, dress, not knit or crocheted (Category 45)	603, 000 doz.	475, 000 doz.
(4) Men's and boys' shirts, sports, whether or not in sets, not knit or crocheted (Category 46)	1, 132, 000 doz.	891, 000 doz.
(5) Raincoats, $\frac{3}{4}$ length and over (Category 48)	95, 000 doz.	75, 000 doz.
(6) All other coats (Category 49)	190, 000 doz.	149, 000 doz.
(7) Trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted (Category 50 and 51)	2, 365, 000 doz.	1, 863, 000 doz.
(8) Blouses, whether or not in sets, not knit or crocheted (Category 52)	2, 799, 000 doz.	2, 204, 000 doz.
(9) Dresses, not knit or crocheted (Category 53)	70, 000 doz.	56, 000 doz.
(10) Playsuits, sunsuits, washsuits, rompers, creepers etc., not knit or crocheted (Category 54)	284, 000 doz.	224, 000 doz.
(11) Nightwear and pajamas (Category 60)	190, 000 doz.	149, 000 doz.
(12) All Other Apparel (Categories 39, 40, 44, 47, 55 through 59, 61, 62 and part of Category 63 as specified in paragraph 6 below)	4, 845, 000 syds. equiv.	3, 848, 000 syds. equiv.

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“(b) Any shortfall below the limits specified in (1) through (11) of paragraph 3(a) may be transferred to (12)—“All Other Apparel”.

“(c) Within the specific limits set forth in subparagraph (a) (7) above for “Trousers, slacks, and shorts, outer, whether or not in sets, not knit or crocheted,” the following specific ceilings will not be exceeded during the first and second arrangement periods:

	The First Arrangement Period	The Second Arrangement Period
(1) Men's and boys' (Category 50)	789,000 doz.	621,000 doz.
(2) Women's, misses' and children's (Category 51)	1,834,000 doz.	1,444,000 doz.

“(d) The aggregate volume of exports of the following apparel items manufactured of corduroy, where the chief weight of the item is corduroy, will be limited to 33,676,000 square yards equivalent the first arrangement period and 26,520,000 square yards equivalent for the second arrangement period, based upon the conversion factors for the items in question which appear in Annex B:

Category No.	Description
46	Sportshirts
49	All other coats
50-51	Trousers
54	Playsuits

“4. (a) The following specific limits will apply within the total limits specified in paragraph 2(a) of the Arrangement for Group IV “Miscellaneous cotton textiles” during the first and second arrangement periods:

	The First Arrangement Period	The Second Arrangement Period
(1) Zipper tapes, n.e.s.	1,277,000 lbs.	1,006,000 lbs.
(2) Other (Categories 1 through 4, 37, 38, parts of Categories 63 and 64 as specified in Paragraph 6 below)	9,900,000 syds. equiv.	7,794,000 syds. equiv.

“(b) Any shortfall below the limit specified in (1) in paragraph 4(a) may be transferred to (2)—“other”.

“5. Within the aggregate limits and the limitations for each group provided for in paragraph 2 of the Arrangement, the limits and ceilings set for specific products may be exceeded by not more than 5 percent.

“6. With regard to Categories 63 and 64 referred to in subparagraph 2(c) of the Arrangement and in paragraph 2, 3 and 4 of this Annex, the following items or products as identified by TSUSA numbers will be included:

CATEGORY 63 (To be included in Group III except as noted otherwise)

372. 1040 (scarves) ^{1 2}	382. 0056
372. 1540 (mufflers, scarves) ^{1 2}	382. 0072
372. 1560 (mufflers, scarves) ^{1 2}	382. 0080
373. 0540	382. 0082
373. 1045	382. 0084
380. 0040	382. 0086
380. 0043	382. 0088
380. 0046	382. 2700
380. 0052	382. 3000
380. 0055	382. 3334
380. 0070	382. 3336
380. 0073	382. 3338
380. 3000 ³	382. 3340
380. 3300	382. 3342
380. 3600	382. 3344
382. 0052	702. 1020 ³
382. 0054	

PART OF:

380. 0076 ³	382. 0090 ³
380. 3992 ³	382. 3392 ³
380. 3994 ³	382. 3394 ³

I.E., Pullovers

Aprons
 Alter cassocks
 Beachwear sets
 Swin wear
 Baseball Uniforms
 Sleeping bags for infants
 Halters
 Men's and boys' coveralls
 and overalls

Diaper sets
 Dress shields ³
 Sash belts ³
 Apparel with bib
 Bibs ³
 Belts for apparel ³
 Shoulder straps for
 brassieres ³
 Entireties

¹ These items will be included in Group II.

² The two Governments will consult as to whether or not any product other than the products enumerated for the footnoted items may be classified as an addition to these items. Such consultations will not cover shoe-uppers, Japan items, belts (other than sash belts and belts for apparel), suspenders and braces.

³ These items will be included in Group IV.

CATEGORY 64 (To be included in Group IV except as noted otherwise)

	363.0100 ¹	
303.2040	363.0510 ¹	
303.2042	363.0525 ¹	
315.0500 (cotton cords)	363.4020 ¹	
315.1000 (cotton cords)	363.4040 ¹	
315.1500 (cotton cords)	363.4520 ¹	
345.1020	363.4540 ¹	
345.1040	364.1220 ¹	
346.4560	365.0000 ¹	
347.1000	365.1510 ¹	
347.1500	365.2510 ¹	
347.2520 (candle wicking and other wicking with fast edges excluding lamp and stove wicking)	365.3110 ¹	
	365.3510 ¹	
	365.4010 ¹	
	365.5010 ¹	
347.3340	365.7010 ¹	
347.3380	365.7510 ¹	
348.0010	365.7700 ¹	
348.0510	365.7830 ¹	
350.0010	366.0300 ¹	
351.0500	366.0600 ¹	
351.2510	366.0900 ¹	
351.4010	366.4500 ¹ (plain-woven, wholly of cotton)	
351.4610		
351.5010	366.4600 ¹	
351.6010	366.6000 ¹	
351.8010	366.6300 ¹	
351.9010	366.6500 ¹	
352.1010	366.6900 ¹	
352.3010	366.7700	(table and bureau covers, centerpieces, runners, scarfs and doilies, plain- woven, wholly of cotton) ¹
352.4010		
352.5000		
352.8010		
353.1010		
353.5012	372.0400 ¹	
353.5014	385.2500 ¹	
353.5016	385.3000 ¹	
357.6010	385.4000	
357.7010	385.6020	
357.8010	386.0400	
360.2000	386.2000	
360.2500	386.2500	
360.3000	386.3000	
360.7522	386.4000	
361.0522	386.5000	(zipper tape with cord attached)
361.0542		
361.5000	734.5045	

¹ These items will be included in Group II.

"ANNEX B

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1.	Cotton yarn, singles, carded, not ornamented, etc.	lb.	4.6
2.	Cotton yarn, plied, carded, not ornamented, etc.	lb.	4.6
3.	Cotton yarn, singles, combed, not ornamented, etc.	lb.	4.6
4.	Cotton yarn, plied, combed, not ornamented, etc.	lb.	4.6
5.	Ginghams, carded yarn	syd.	1.0
6.	Ginghams, combed yarn	syd.	1.0
7.	Velveteens	syd.	1.0
8.	Corduroy	syd.	1.0
9.	Sheeting, carded yarn	syd.	1.0
10.	Sheeting, combed yarn	syd.	1.0
11.	Lawns, carded yarn	syd.	1.0
12.	Lawns, combed yarn	syd.	1.0
13.	Voiles, carded yarn	syd.	1.0
14.	Voiles, combed yarn	syd.	1.0
15.	Poplin and broadcloth, carded yarn	syd.	1.0
16.	Poplin and broadcloth, combed yarn	syd.	1.0
17.	Typewriter ribbon cloth	syd.	1.0
18.	Print cloth, shirting type, 80×80 type, carded yarn	syd.	1.0
19.	Print cloth, shirting type, other than 80×80 type, carded yarn	syd.	1.0
20.	Shirting, carded yarn	syd.	1.0
21.	Shirting, combed yarn	syd.	1.0
22.	Twill and sateen, carded yarn	syd.	1.0
23.	Twill and sateen, combed yarn	syd.	1.0
24.	Yarn-dyed fabrics, n.e.s., carded yarn	syd.	1.0
25.	Yarn-dyed fabrics, n.e.s., combed yarn	syd.	1.0
26.	Fabrics, n.e.s., carded yarn	syd.	1.0
27.	Fabrics, n.e.s., combed yarn	syd.	1.0
28.	Pillowcases, plain, carded yarn	no.	1.084
29.	Pillowcases, plain, combed yarn	no.	1.084
30.	Dish towels	no.	.348
31.	Towels, other than dish towels	no.	.348
32.	Handkerchiefs	doz.	1.66
33.	Table damasks and manufacturers	lb.	3.17
34.	Sheets, carded yarn	no.	6.2
35.	Sheets, combed yarn	no.	6.2
36.	Bedspreads, including quilts	no.	6.9
37.	Braided and woven elastics	lb.	4.6
38.	Fishing nets	lb.	4.6
39.	Gloves and mittens	doz. pr.	3.527
40.	Hose and half hose	doz. pr.	4.6
41.	Men's and boy's all white T-shirts, knits or crocheted	doz.	7.234
42.	Other T-shirts	doz.	7.234
43.	Knitshirts, other than T-shirts and sweat-shirts (including infants)	doz.	7.234
44.	Sweaters and cardigans	doz.	36.8
45.	Men's and boys' shirts, dress not knit or crocheted	doz.	22.186

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Category	Description	Unit	Conversion Factor
46.	Men's and boys' shirts, sport, not knit or crocheted	doz.	24.457
47.	Men's and boys' shirts, work, not knit or crocheted	doz.	22.186
48.	Raincoats, $\frac{1}{4}$ length or over	doz.	50.0
49.	All other coats	doz.	32.5
50.	Men's and boys' trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	doz.	17.797
51.	Women's, misses' and children's trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	doz.	17.797
52.	Blouses, whether or not in sets	doz.	14.53
53.	Women's, misses', children's and infants' dresses (including nurses, and other uniform dresses), not knit or crocheted	doz.	45.3
54.	Playsuits, sunsuits, washsuits, creepers, rompers, etc. (except blouses and shorts; blouses and trousers; or blouses, shorts and skirt sets)	doz.	25.0
55.	Dressing gowns, including bathrobes and beachrobes, lounging gowns, dusters and housecoats, not knit or crocheted	doz.	51.0
56.	Men's and boys' undershirts (not T-shirts)	doz.	9.2
57.	Men's and boys' briefs and undershorts	doz.	11.25
58.	Drawers, shorts and briefs (except men's and boys' briefs) knit or crocheted	doz.	5.0
59.	All other underwear, not knit or crocheted	doz.	16.0
60.	Nightwear and pajamas	doz.	51.96
61.	Brassieres and other body supporting garments	doz.	4.75
62.	Other knitted or crocheted clothing	lb.	4.6
63.	Other clothing, not knit or crocheted	lb.	4.6
64. ¹	All other cotton textile items	lb.	4.6

¹ Floor coverings will be measured by actual square yardages."

I have further the honor to confirm the foregoing understanding on behalf of the Government of the United States of America.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM P ROGERS

His Excellency
NOBUHIKO USHIBA,
Ambassador of Japan.

[Related Notes]

DEPARTMENT OF STATE

WASHINGTON

January 28, 1972

EXCELLENCY:

With reference to the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton Textiles between Japan and the United States effected by the Exchange of Notes today, I have the honor to inform you of the following views and intentions of the Government of the United States of America.

1. With reference to paragraph 5(b) of the Arrangement, the Government of the United States of America recognizes that exports of the end products containing fabrics potentially falling under the so-called concentration clause are themselves subject to limits established in Annex A of the Arrangement. It further recognizes that changing demands in the United States market may, from time to time, lead to changes in the types of fabric appearing in imports into the United States. Considering these and other circumstances, the Government of the United States of America does not intend to invoke paragraph 5(b) on any type of fabric except in the case of a sharp and substantial increase from present levels in imports from Japan of that fabric in the form of end items. It is to be understood that a sharp and substantial increase would be considered to apply only in those cases where present levels of imports from Japan of the fabric concerned in the form of end items already are in substantial volume in relation to total consumption in the United States.

In any event, the Government of the United States of America would give the Government of Japan advance notice prior to any invocation of the clause under discussion.

2. The Government of the United States of America wishes to assure the Government of Japan that its policy is to maintain a uniform system of classification for cotton textiles at all ports of entry. Should any difficulties arise in the implementation of the Arrangement relating to the classification of any cotton textile product, including Categories 45 and 46, at any of the several ports of entry in the United States, the Government of the United States of America, on being advised of these problems by the Government of Japan, will investigate and will take whatever steps may be necessary to correct such difficulties.

I have further the honor to request you to be good enough to acknowledge the receipt of this letter on behalf of your Government.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM P ROGERS

His Excellency
NOBUHIKO USHIBA,
Ambassador of Japan.

EMBASSY OF JAPAN
WASHINGTON, D.C.

WASHINGTON, *January 28, 1972*

SIR:

I have the honor to acknowledge, on behalf of my Government, receipt of your letter of today's date, which reads as follows:

"EXCELLENCY:

"With reference to the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton Textiles between Japan and the United States effected by the Exchange of Notes today, I have the honor to inform you of the following views and intentions of the Government of the United States of America.

"1. With reference to paragraph 5(b) of the Arrangement, the Government of the United States of America recognizes that exports of the end products containing fabrics potentially falling under the so-called concentration clause are themselves subject to limits established in Annex A of the Arrangement. It further recognizes that changing demands in the United States market may, from time to time, lead to changes in the types of fabric appearing in imports into the United States. Considering these and other circumstances, the Government of the United States of America does not intend to invoke paragraph 5(b) on any type of fabric except in the case of a sharp and substantial increase from present levels in imports from Japan of that fabric in the form of end items. It is to be understood that a sharp and substantial increase would be considered to apply only in those cases where present levels of imports from Japan of the fabric concerned in the form of end items already are in substantial volume in relation to total consumption in the United States.

"In any event, the Government of the United States of America would give the Government of Japan advance notice prior to any invocation of the clause under discussion.

"2. The Government of the United States of America wishes to

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assure the Government of Japan that its policy is to maintain a uniform system of classification for cotton textiles at all ports of entry. Should any difficulties arise in the implementation of the Arrangement relating to the classification of any cotton textile product, including Categories 45 and 46, at any of the several ports of entry in the United States, the Government of the United States of America, on being advised of these problems by the Government of Japan, will investigate and will take whatever steps may be necessary to correct such difficulties.

"I have further the honor to request you to be good enough to acknowledge the receipt of this letter on behalf of your Government.

"Accept, Excellency, the renewed assurances of my highest consideration."

Accept, Sir, the renewed assurances of my highest consideration.

NOBUHIKO USHIBA

The Honorable

WILLIAM P. ROGERS

*Secretary of State of the United
States of America*

DEPARTMENT OF STATE

WASHINGTON

January 28, 1972

EXCELLENCY:

I have the honor to confirm on behalf of my Government, the following understandings between the two Governments with reference to the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton Textiles between Japan and the United States effected by the Exchange of Notes today.

1. With reference to Annex A of the Arrangement, if any problem arises regarding the classification in the implementation of the Arrangement, the two Governments will consult each other with a view to finding an appropriate solution. Particularly, when questions arise whether certain products fall within the scope of Annex A, the two Governments will study such questions taking into account, *inter alia*, such international standards as B.T.N. and S.I.T.C.

2. In order to avoid unnecessary work and difficulties, no change will be made in the classification of cotton textiles in the implementation of this Arrangement, except for such minor modifications relating to the classification of textiles into categories as are mutually

TIAS 7271

agreed to as desirable for effective implementation of the Arrangement.

I have further the honor to request you to be good enough to confirm these understandings on behalf of your Government.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM P ROGERS

His Excellency

NOBUHIKO USHIBA,

Ambassador of Japan.

EMBASSY OF JAPAN
WASHINGTON, D.C.

WASHINGTON, January 28, 1972

SIR:

I have the honor to acknowledge receipt of your letter of today's date which reads as follows:

"EXCELLENCY:

"I have the honor to confirm, on behalf of my Government, the following understandings between the two Governments with reference to the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton Textiles between Japan and the United States effected by the Exchange of Notes today.

"1. With reference to Annex A of the Arrangement, if any problem arises regarding the classification in the implementation of the Arrangement, the two Governments will consult each other with a view to finding an appropriate solution. Particularly, when questions arise whether certain products fall within the scope of Annex A, the two Governments will study such questions taking into account, *inter alia*, such international standards as B.T.N. and S.I.T.C.

"2. In order to avoid unnecessary work and difficulties, no change will be made in the classification of cotton textiles in the implementation of this Arrangement, except for such minor modifications relating to the classification of textiles into categories as are mutually agreed to as desirable for effective implementation of the Arrangement.

"I have further the honor to request you to be good enough to confirm these understandings on behalf of your Government.

"Accept, Excellency, the renewed assurances of my highest consideration."

TIAS 7271

I have further the honor to confirm on behalf of my Government the understandings set forth in your letter.

Accept, Sir, the renewed assurances of my highest consideration.

NOBUHIKO USHIBA

The Honorable

WILLIAM P. ROGERS

*Secretary of State of the United
States of America*

EMBASSY OF JAPAN
WASHINGTON, D.C.

WASHINGTON, January 28, 1972

SIR:

With reference to Annex A of the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton Textiles between Japan and the United States effected by the Exchange of Notes today, I have the honor to state our understanding that the exports of uniquely Japanese products called "Japan Items" will not be included in Annex A of the Arrangement. The attachment to this letter provides for the definition of "Japan Items" and enumerates those products which have been and are likely to be exported to the United States as "Japan Items". Additional items may be added to the above attachment through agreement after consultations as may become necessary in the future.

It is further understood that the exports of "Japan Items" will be made with certification by the Government of Japan. In the event that the Government of the United States of America finds that any particular products imported from Japan as "Japan Items" should not be properly classified as such, the Government of the United States of America may request consultations with the Government of Japan with a view to finding the appropriate classification of the product in question within Annex A of the Arrangement.

I have further the honor to request you to be good enough to confirm these understandings on behalf of your Government.

Accept, Sir, the renewed assurances of my highest consideration.

NOBUHIKO USHIBA

Enclosure :

Attachment

The Honorable

WILLIAM P. ROGERS

*Secretary of State of the United
States of America*

TIAS 7271

ATTACHMENT1. Definition of "Japan Items"

"Japan Items" to be kept outside Annex A of the said Arrangement are the items which are uniquely Japanese products. Whether a particular product should be considered as "Japan Items" or not will be determined on the basis of the following criterion.

Designed for the use in the traditional Japanese way of life, wearing "Kimono", living in "Tatami" rooms, decorating for traditional Japanese ceremonies or festivals, playing Japanese sports, etc. In other words, not in use in the regular western way of life except for hobbies or special likings.

2. List of "Japan Items"

The names of the items which have been and are likely to be exported as "Japan Items" are as follows:

(a) Cloth

Kimono	Traditional Japanese style dress.
Yukata	A type of Kimono, summer-wear made of Yukata-Ji (Plain-woven light fabrics printed in simple colors).
Juban	Underwear for Kimono, fundamentally same style as Kimono.
Haori	Overcoat for Kimono, usually less than $\frac{3}{4}$ length.
Wafuku-koto	Raincoat or duster coat to be worn over Kimono, basically same style as Kimono, different from Haori in not being open in front and longer than $\frac{3}{4}$ length.
Happi	Workers' overcoat, similar style with Haori but not dressy.
Judogi	Kimono-style sports wear for Judo, usually accompanied by slim and $\frac{3}{4}$ length trousers and by belts.
Kendogi	Kimono-style sports wear for Kendo, usually accompanied by Hakama (men's skirts, full length). Different from Judogi in being lighter, tighter and half-sleeves.
Kappogi	Apron to be worn over Kimono with broad sleeves, chest and shoulders covered.
Momohiki	Carpenters' or Rikishamen's trousers, often cover-alls to be worn in combination with Happi. Different from western style trousers in being extremely light and small in lower ends, usually black in color. Combination sets of Happi and Momohiki are often traded as "Carpenter Apparel".
Sashiko	Quilted coat which is almost like Happi, typically used by firemen.

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(b) Clothing accessories

Obi	(1) Wide thick belts for Kimono, usually a few inches wide or more. (2) Wide, thin belts for men's Kimono or Yukata, both longer than western style belts by a few times. (3) Judo belts, narrow but approximately twice as wide and longer than western style belts, no buckles.
Obishime	Woven decorative belt to be used on top of the Obi (1) above.
Tabi	Socks to be worn when one wears "Kimono" made of woven fabrics, tightly in the form of foot, having a separate division for the big toe. Reaches just above the ankle and is fastened at the back by means of an overlap having metal hook tabs.
Koshihimo	Narrow, soft belt to be used between Obi and Kimono, or Kimono and Juban.
Erisugata	A length of stiff cotton cloth to be sewn inside "Eri" collar to give a form or shape.
Sodeguchi	Extra broad sleeves which are based on the short sleeves of Juban.
Homaekake	Men's working apron, thick and heavy. Big in size, usually simple in color.

(c) Household goods

Futon	Japanese style bedding, mattress and thick, large blankets. Mattress different from western style in the stuffing much softer and the covering cloth lighter. Blankets are as thick as an inch or more, also with soft stuffing.
Futon-cover	Cover for "Futon". Different from sheets as it covers the stuffing directly, also different in sizes as it is made to contain voluminous stuffings, usually printed or dyed.
Zabuton	Cushion to sit on in Japanese "Tatami" rooms. Approximately a yard square, a few inches thick with soft stuffing.
Furoshiki	Wrapping cloth of about one and a half yards square. Different from scarf in the thickness of the fabric.
Koinobori	Artificial carp to fly on top of a long pole on the occasion of "Boys' Festival" in the Japanese custom.
Tenugui	Oblong towel, woven, usually with Japanese decorative design.

Noren

Shop curtain to hang at the entrance of shops, short, with vertical cuts in several parts.

DEPARTMENT OF STATE

WASHINGTON

January 28, 1972

EXCELLENCY:

I have the honor to acknowledge receipt of your letter of today's date, which reads as follows:

"SIR:

"With reference to Annex A of the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton Textiles between Japan and the United States effected by the Exchange of Notes today, I have the honor to state our understanding that the exports of uniquely Japanese products called "Japan Items" will not be included in Annex A of the Arrangement. The attachment to this letter provides for the definition of "Japan Items" and enumerates those products which have been and are likely to be exported to the United States as "Japan Items". Additional items may be added to the above attachment through agreement after consultations as may become necessary in the future.

"It is further understood that the exports of "Japan Items" will be made with certification by the Government of Japan. In the event that the Government of the United States of America finds that any particular products imported from Japan as "Japan Items" should not be properly classified as such, the Government of the United States of America may request consultations with the Government of Japan with a view to finding the appropriate classification of the product in question within Annex A of the Arrangement.

"I have further the honor to request you to be good enough to confirm these understandings on behalf of your Government.

"Accept, Sir, the renewed assurances of my highest consideration.

"Enclosure:

"Attachment

TIAS 7271

"ATTACHMENT"1. Definition of "Japan Items"

"Japan Items" to be kept outside Annex A of the said Arrangement are the items which are uniquely Japanese products. Whether a particular product should be considered as "Japan Items" or not will be determined on the basis of the following criterion.

"Designed for the use in the traditional Japanese way of life, wearing "Kimono", living in "Tatami" rooms, decorating for traditional Japanese ceremonies or festivals, playing Japanese sports, etc. In other words, not in use in the regular western way of life except for hobbies or special likings.

"2. List of "Japan Items"

"The names of the items which have been and are likely to be exported as "Japan Items" are as follows:

"(a) Cloth

Kimono	Traditional Japanese style dress.
Yukata	A type of Kimono, summer-wear made of Yukata-Ji (Plain-woven light fabrics printed in simple colors).
Juban	Underwear for Kimono, fundamentally same style as Kimono.
Haori	Overcoat for Kimono, usually less than $\frac{3}{4}$ length.
Wafuku-koto	Raincoat or duster coat to be worn over Kimono, basically same style as Kimono, different from Haori in not being open in front and longer than $\frac{3}{4}$ length.
Happi	Workers' overcoat, similar style with Haori but not dressy.
Judogi	Kimono-style sports wear for Judo, usually accompanied by slim and $\frac{3}{4}$ length trousers and by belts.
Kendogi	Kimono-style sports wear for Kendo, usually accompanied by Hakama (men's skirts, full length). Different from Judogi in being lighter, tighter and half-sleeves.
Kappogi	Apron to be worn over Kimono with broad sleeves, chest and shoulders covered.
Momohiki	Carpenters' or Rikishamen's trousers, often cover-alls to be worn in combination with Happi. Different from western style trousers in being extremely light and small in lower ends, usually black in color. Combination sets of Happi and Momohiki are often traded as "Carpenter Apparel".

Sashiko	Quilted coat which is almost like Happi, typically used by firemen.
“(b) Clothing accessories	
Obi	(1) Wide thick belts for Kimono, usually a few inches wide or more. (2) Wide, thin belts for men's Kimono or Yukata, both longer than western style belts by a few times. (3) Judo belts, narrow but approximately twice as wide and longer than western style belts, no buckles.
Obishime	Woven decorative belt to be used on top of the Obi (1) above.
Tabi	Socks to be worn when one wears “Kimono” made of woven fabrics, tightly in the form of foot, having a separate division for the big toe. Reaches just above the ankle and is fastened at the back by means of an overlap having metal hook tabs.
Koshihimo	Narrow, soft belt to be used between Obi and Kimono, or Kimono and Juban.
Erisugata	A length of stiff cotton cloth to be sewn inside “Eri” collar to give a form or shape.
Sodeguchi	Extra broad sleeves which are based on the short sleeves of Juban.
Homaekake	Men's working apron, thick and heavy. Big in size, usually simple in color.
“(c) Household goods	
Futon	Japanese style bedding, mattress and thick, large blankets. Mattress different from western style in the stuffing much softer and the covering cloth lighter. Blankets are as thick as an inch or more, also with soft stuffing.
Futon-cover	Cover for “Futon”. Different from sheets as it covers the stuffing directly, also different in sizes as it is made to contain voluminous, stuffings, usually printed or dyed.
Zabuton	Cushion to sit on in Japanese “Tatami” rooms. Approximately a yard square, a few inches thick with soft stuffing.
Furoshiki	Wrapping cloth of about one and a half yards square. Different from scarf in the thickness of the fabric.
Koinobori	Artificial carp to fly on top of a long pole on the occasion of “Boys' Festival” in the Japanese custom.

TIAS 7271

Tenugui	Oblong, towel, woven, usually with Japanese decorative design.
Noren	Shop curtain to hang at the entrance of shops, short, with vertical cuts in several parts."

I have further the honor to confirm on behalf of my Government, the understandings set forth in your letter.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM P ROGERS

His Excellency
NOBUHIKO USHIBA,
Ambassador of Japan.

DEPARTMENT OF STATE
WASHINGTON
January 28, 1972

EXCELLENCY:

On the occasion of the Exchange of Notes effecting thereby the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton Textiles between Japan and the United States, I have the honor to state that there are certain items not included in Annex A of the Arrangement but which are classified as "cotton textiles" by the Government of the United States of America. A list of these items, identified by the numbers of "Tariff Schedules of the United States Annotated", in effect as of January 1, 1968, is attached to this letter. It is the understanding of the Government of the United States of America that the Government of Japan does not consider some products covered by the TSUSA numbers on this list to be cotton textiles.

Nevertheless, in the event imports from Japan in any of the items or products enumerated in the attached list should cause or threaten to cause disruption of the United States domestic market, the Government of the United States of America may request consultations with the Government of Japan for the purpose of finding an appropriate course of action.

The consultations will be conducted in the manner provided in paragraph 5 of the Arrangement if the item or product in question is considered a cotton textile by the Government of Japan, or in any other manner agreeable to both Governments if the item or product in question is not considered a cotton textile by the Government of

Japan. The Government of Japan will promptly notify the Government of the United States of America whether or not it considers the item or product in question to be a cotton textile.

While the Government of the United States of America agrees and prefers to seek a mutually satisfactory solution through the means mentioned above, it reserves its right, if such a settlement cannot be reached expeditiously, to invoke Article 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles, concerning the items or products enumerated in the attached list.

I have further the honor to request you to be good enough to confirm these understandings on behalf of your Government.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM P ROGERS

Enclosure :
Attachment

His Excellency
NOBUHIKO USHIBA,
Ambassador of Japan.

ATTACHMENT

300.6020	349.1010	358.2610	366.4500 ¹	385.7020
300.6022	349.1012	359.1020	366.4700	385.7520
300.6024	355.0200	359.1040	366.7700 ⁴	385.8020
300.6026	355.5000	359.1060	366.7900	386.5000 ⁴
300.6028	355.6510	360.8022	376.0420	706.2015
303.1000	356.1010	361.1820	376.5400	706.2240
315.0500 ¹	356.1510	361.2010	380.0076 ⁵	706.2270
315.1000 ¹	356.2000	361.5422	380.3980	706.2415
315.1500 ¹	356.2510	361.5622	380.3904 ⁵	727.8020
332.4020	358.0210	363.6025	382.0000 ⁵	727.8040
332.4040	358.0510	363.6040	382.3380	731.4000
347.2520 ²	358.0610	364.1520	382.3394 ⁵	
347.3320	358.2410	366.1520	385.5520	

¹ Part of these items included, i.e., other than cords.

² Part of this item included, i.e., lamp and stove wicking and other wicking without fast edges.

³ Part of this item included, i.e., other than plain-woven and wholly cotton.

⁴ Part of this item included, i.e., other than table and bureau covers, center-pieces, runners, dollies, plain-woven and wholly of cotton.

⁵ Part of these items included, i.e., shoe uppers, belts (other than sash belts and belts for apparel), suspenders and braces.

⁶ Part of this item excluded, i.e., zipper tapes with cord attached.

TIAS 7271

EMBASSY OF JAPAN
WASHINGTON

WASHINGTON, *January 28, 1972*

SIR:

I have the honor to acknowledge receipt of your letter of today's date, which reads as follows:

"EXCELLENCY:

"On the occasion of the Exchange of Notes effecting thereby the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton Textiles between Japan and the United States, I have the honor to state that there are certain items not included in Annex A of the Arrangement but which are classified as "cotton textiles" by the Government of the United States of America. A list of these items, identified by the numbers of "Tariff Schedules of the United States Annotated", in effect as of January 1, 1968, is attached to this letter. It is the understanding of the Government of the United States of America that the Government of Japan does not consider some products covered by the TSUSA numbers on this list to be cotton textiles.

"Nevertheless, in the event imports from Japan in any of the items or products enumerated in the attached list should cause or threaten to cause disruption of the United States domestic market, the Government of the United States of America may request consultations with the Government of Japan for the purpose of finding an appropriate course of action.

"The consultations will be conducted in the manner provided in paragraph 5 of the Arrangement if the item or product in question is considered a cotton textile by the Government of Japan, or in any other manner agreeable to both Governments if the item or product in question is not considered a cotton textile by the Government of Japan. The Government of Japan will promptly notify the Government of the United States of America whether or not it considers the item or product in question to be a cotton textile.

"While the Government of the United States of America agrees and prefers to seek a mutually satisfactory solution through the means mentioned above, it reserves its right, if such a settlement cannot be reached expeditiously, to invoke Article 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles, concerning the items or products enumerated in the attached list.

"I have further the honor to request you to be good enough to confirm these understandings on behalf of your Government.

"Accept, Excellency, the renewed assurances of my highest consideration.

"Enclosure:
"Attachment

TIAS 7271

"ATTACHMENT

300.6020	349.1010	358.2610	388.4500 *	385.7020
300.6022	349.1012	359.1020	388.4700	385.7520
300.6024	355.0200	359.1040	388.7700 *	385.8020
300.6026	355.5000	359.1060	388.7900	386.5000 *
300.6028	355.6510	360.8022	378.0420	706.2015
303.1000	356.1010	361.1820	378.5400	706.2240
315.0500 ¹	356.1510	361.2010	380.0078 *	706.2270
315.1000 ²	356.2000	361.5422	380.3980	706.2415
315.1500 ¹	356.2510	361.5622	380.3994 *	727.8020
332.4020	358.0210	363.6025	382.0090 *	727.8040
332.4040	358.0510	363.6040	382.3380	731.4000
347.2520 *	358.0610	364.1520	382.3394 *	
347.3320	358.2410	366.1520	385.5520	

¹ Part of these items included, i.e., other than cords.

² Part of this item included, i.e., lamp and stove wicking and other wicking without fast edges.

³ Part of this item included, i.e., other than plain-woven and wholly cotton.

⁴ Part of this item included, i.e., other than table and bureau covers, center-pieces, runners, dollies, plain-woven and wholly of cotton.

⁵ Part of these items included, i.e., shoe uppers, belts (other than sash belts and belts for apparel), suspenders and braces.

⁶ Part of this item excluded, i.e., zipper tapes with cord attached."

With regard to the above-stated understandings of the Government of the United States of America, I wish to confirm, on behalf of my Government, that these are also the understandings of the Government of Japan with the following reservation.

In the event the Government of the United States of America exercises its right to invoke Article 3 of the Long-Term Arrangement, the Government of Japan may exercise its rights as an exporting country in accordance with the various relevant provisions of the Long-Term Arrangement, including the right to bring questions of interpretation or application of the Long-Term Arrangement to the GATT Cotton Textiles Committee in accordance with Article 8 of the Long-Term Arrangement.

Accept, Sir, the renewed assurances of my highest consideration.

NOBUHIKO USHIBA

The Honorable

WILLIAM P. ROGERS

*Secretary of State of the
United States of America*

TIAS 7271

DEPARTMENT OF STATE

WASHINGTON

January 28, 1972

EXCELLENCY:

With reference to the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton Textiles between Japan and the United States attached to the Notes exchanged today, I have the honor to state the understanding of my Government that, at a mutually acceptable date prior to the reversion of Okinawa, the two Governments will consult to amend the Arrangement referred to above in order to accommodate the cotton textile export limits on exports of cotton textiles from Okinawa to the United States under the arrangements made on October 1, 1970, by the United States Civil Administration of the Ryukyu Islands for the industries concerned of Okinawa. [¹]

I have further the honor to request you to be good enough to confirm that this is also the understanding of your Government.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM P ROGERS

His Excellency

NOBUHIKO USHIBA,

Ambassador of Japan.

EMBASSY OF JAPAN

WASHINGTON

WASHINGTON, January 28, 1972

SIR:

I have the honor to acknowledge receipt of your Note of today's date which reads as follows:

"Excellency:

"With reference to the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton Textiles between Japan and the United States attached to the Notes exchanged today, I have the honor to state the understanding of my Government that, at a mutually acceptable date prior to the reversion of Okinawa, the two Governments will consult to amend the Arrangement referred to above in order to accommodate

¹ Not printed. [Footnote added by the Department of State.]

the cotton textile export limits on exports of cotton textiles from Okinawa to the United States under the arrangements made on October 1, 1970 by the United States Civil Administration of the Ryukyu Islands for the industries concerned of Okinawa.

"I have further the honor to request you to be good enough to confirm that this is also the understanding of your Government.

"Accept, Excellency, the renewed assurances of my highest consideration."

I have further the honor to confirm that the above is also the understanding of my Government.

Accept, Sir, the renewed assurances of my highest consideration.

NOBUHIKO USHIBA

The Honorable

WILLIAM P. ROGERS

Secretary of State of the

United States of America

GHANA
Agricultural Commodities

Agreement amending the agreement of June 22, 1970.
Effected by exchange of letters
Signed at Accra August 2 and December 12, 1971;
Entered into force December 12, 1971.

*The American Chargé d'Affaires ad interim to the
Ghanaian Minister of Finance*

ACCRA, GHANA
August 2, 1971

DEAR MR. MINISTER:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on June 22, 1970,¹ and propose that the Agreement be amended as follows:

Part II, Item III (Cotton Usual Marketing Requirement)—Delete "3,000 bales" and substitute "1,000 bales."

All other terms and conditions of the Agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this letter and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your note in reply.

Sincerely yours,
JAMES H. McFARLAND, Jr.
James H. McFarland, Jr.
Chargé d'Affaires a.i.

The Honorable J. H. MENSAH
Minister of Finance
Accra

¹ TIAS 6891; 21 UST 1352.

The Ghanaian Minister of Finance to the American Ambassador

REPUBLIC OF GHANA
MINISTER OF FINANCE
P.O. BOX M.40
ACCRA, GHANA

My Ref. 15070

12th December, 1971

DEAR SIR,

I wish to refer to Mr. James H. McFarland's letter of 2nd August, 1971 which states:

"I have the honour to refer to the Agricultural Commodities Agreement between our two Governments signed on June 22, 1970, and propose that the Agreement be amended as follows:

"Part II, Item III (Cotton Usual Marketing Requirement)
Delete "3,000 bales" and substitute 1,000 bales". All other terms and conditions of the Agreement remain the same".

and say that the above terms are acceptable to the Government of Ghana.

Yours faithfully,

J H MENSAH,

J. H. Mensah,
Minister of Finance.

H. E. Mr. F. HADSEL,
U.S. Ambassador,
*Embassy of the United States
of America,
Accra.*

TIAS 7272

REPUBLIC OF KOREA

Agricultural Commodities

*Agreement signed at Seoul February 14, 1972;
Entered into force February 14, 1972.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Korea have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the March 25, 1967 Agreement, the Convertible Local Currency Credit Annex of the October 23, 1968 [1] Agreement, and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (United States Calendar Year)	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u> (Millions)
Rice			
(Brown basis)	1972	500,000 M/T	\$73.0
Wheat/Wheat Flour			
(Wheat basis)	1972	750,000 M/T	44.1
Corn/Grain Sorghum			
(Corn basis)	1972	160,000 M/T	8.9
Cotton	1972	150,000 Bales	24.0
TOTAL			\$150.0

¹ TIAS 6272, 6595; 18 UST 1228; 19 UST 7541.

ITEM II. Payment Terms:**Convertible Local Currency Credit**

1. Initial Payment – 5 percent of such amounts disbursed by the Government of the exporting country under this agreement, but not to exceed 5 percent of \$97.0 million.

2. Currency Use Payment – 20 percent of the dollar amount of the financing by the Government of the exporting country under this agreement, but not to exceed 20 percent of \$147.0 million, is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this agreement. No requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation under this agreement.

3. Number of Installment Payments – 31

4. Amount of Each Installment Payment – approximately equal annual amounts.

5. Due Date of First Installment Payment – 10 years after date of last delivery of commodities in each calendar year.

6. Initial Interest Rate – 2 percent

7. Continuing Interest Rate – 3 percent

ITEM III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u> (United States Calendar Year)	<u>Usual Marketing Requirement</u>
Wheat/Wheat Flour (Wheat basis)	1972	375,000 metric tons
Corn/Grain Sorghum	1972	98,000 metric tons
Cotton	1972	105,000 bales (of which at least 100,000 bales shall be imported from the United States of America)

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodities shall be United States Calendar Year 1972 and each subsequent calendar year during which the commodities financed under this agreement are being imported and utilized.

B. For the purposes of Part I, Article III A 3 of the agreement, the commodities considered to be the same as or like the commodities financed under this agreement are: for rice—rice in the form of paddy, or brown, or milled; for wheat/wheat flour—wheat/wheat flour and products thereof; for corn/grain sorghum—corn, grain

sorghum, barley, oats and products thereof; for cotton—cotton, upland, cotton textiles (including yarn and waste).

C. Permissible Exports:

<u>Commodity</u>	<u>Quantity and Conditions</u>	<u>Period Exports Permitted</u>
Cotton textiles	Raw cotton content equivalent in weight to 70,000 bales (480 pounds net) during U.S. CY 1972. If this export quantity is exceeded, the raw cotton equivalent in weight of such cotton textile exports will, in addition to the U.S. portion of the UMR provided in Item III, be imported from the United States by the Republic of Korea with its own resources, but such offset purchase requirement need not exceed the level of total PL 480, Title I [1] imports during the supply period.	During U.S. CY 1972 and any subsequent comparable supply period during which cotton purchased under this agreement is being imported or utilized.

ITEM V. Self-Help Measures:

In furtherance of its Third Five Year Plan goals, the Government of the Republic of Korea is undertaking to:

1. Achieve future self-sufficiency in major grains by increasing the distribution of new rice varieties; promoting increased distribution of fertilizer; reducing grain losses through expansion and improvement of storage facilities; providing additional credit for agricultural mechanization; continuing to rearrange rice land; and expanding irrigation facilities.

2. Further reduce population growth by continuing to expand and improve family planning services throughout the country.

**ITEM VI. Economic Development Purposes for Which Proceeds
Accruing to Importing Country are to be Used:**

For purposes specified in Item V above and for other economic development purposes as may be mutually agreed upon.

¹ 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

ITEM VII. Other Provisions:

A. The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

B. Notwithstanding paragraph 4 of the Convertible Local Currency Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph so much of the proceeds accruing to it from the sales of commodities financed under this agreement as is equal to the amount of the currency use payment made by the Government of the importing country.

C. The currency use payment under Part II, Item II 2 of this agreement shall be credited against the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus the combined payments of principal and interest starting with the first installment payment until value of the currency use payment has been offset.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Seoul, in duplicate, this 14th day of February 1972.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

MICHAEL H. B. ADLER

Michael H. B. Adler

Director

*United States Agency for
International Development
and Counselor of Embassy
for Economic Affairs*

FOR THE GOVERNMENT OF THE
REPUBLIC OF KOREA

TAE WAN-SON

Tae, Wan Son

*Deputy Prime Minister and
Minister, Economic Planning
Board*

TIAS 7273

MULTILATERAL

Food and Agriculture Organization: Amendments to the Constitution [¹]

*Adopted at the Sixteenth Session of the FAO Conference, Rome,
November 6–25, 1971.*

¹ TIAS 4803, 5229, 5506, 5987, 6421, and 6902 ; 12 UST 980 ; 13 UST 2616 ; 14 UST 2203 ; 17 UST 457 ; 18 UST 3273 ; 21 UST 1464. [Footnote added by the Department of State.]

**AMENDMENTS TO THE FAO CONSTITUTION ADOPTED BY
THE SIXTEENTH SESSION OF THE CONFERENCE OF THE
ORGANIZATION**

(Rome, 6–25 November 1971)

ARTICLE V

6. To assist the Council in performing its functions, the Council shall appoint a Programme Committee, a Finance Committee, a Committee on Constitutional and Legal Matters, a Committee on Commodity Problems, a Committee on Fisheries, a Committee on Forestry and a Committee on Agriculture. These Committees shall report to the Council and their composition and terms of reference shall be governed by rules adopted by the Conference.

(Paragraphs 1 to 5 remain unchanged).

ARTICLE VII [1]

1. There shall be a Director-General of the Organization who shall be appointed by the Conference for a term of six years, after which he shall not be eligible for reappointment.

2. The appointment of the Director-General under this Article shall be made by such procedures and on such terms as the Conference may determine.

3. Should the office of Director-General become vacant during the above-mentioned term of office, the Conference shall, either at the next regular session or at a special session convened in accordance with Article III, paragraph 6 of this Constitution, appoint a Director-General in accordance with the provisions of paragraphs 1 and 2 of this Article. However, the duration of the term of office of a Director-General appointed at a special session shall expire at the end of the year of the third regular session of the Conference following the date of his appointment.

(Paragraphs 5 and 6, now renumbered 4 and 5 remain unchanged).

ARTICLE XI

1. All Member Nations and Associate Members shall communicate regularly to the Director-General, on publication, the texts of laws and regulations pertaining to matters within the competence of the Organization which the Director-General considers useful for the purposes of the Organization.

2. With respect to the same matters, all Member Nations and Associate Members shall also communicate regularly to the Director-General statistical, technical and other information published or otherwise issued by or readily available to, the government. The

¹ In accordance with part II of Conference Resolution 12/71 adopted on 19 November 1971, the provisions of Article VII as amended above shall apply to the appointment of any Director-General other than the present incumbent of that office who has been reappointed for a period of four years from 1 January 1972 to 31 December 1975.

Director-General shall indicate from time to time the nature of the information which would be most useful to the Organization and the form in which this information might be supplied.

3. Member Nations and Associate Members may be requested to furnish, at such times and in such form as the Conference, the Council or the Director-General may indicate, other information, reports or documentation pertaining to matters within the competence of the Organization, including reports on the action taken on the basis of resolutions or recommendations of the Conference.

Certified true copy
Rome, 12 January 1971

P CONTINI

P. Contini
Legal Counsel

**AMENDEMENTS A L'ACTE CONSTITUTIF DE LA FAO
ADOPTES PAR LA SEIZIEME SESSION DE LA CONFERENCE
DE L'ORGANISATION**

(Rome, 6-25 novembre 1971)

ARTICLE V

6. Le Conseil crée un Comité du programme, un Comité financier, un Comité des questions constitutionnelles et juridiques, un Comité des produits, un Comité des pêches, un Comité des forêts et un Comité de l'agriculture qui l'aident à s'acquitter de ses fonctions. Ces comités rendent compte au Conseil. Leur composition et leur mandat sont déterminés par des règles adoptées par la Conférence.

(Les paragraphes 1 à 5 ne sont pas modifiés).

ARTICLE VII ^[1]

1. L'Organisation a un Directeur général nommé par la Conférence pour un mandat de six ans, après quoi il ne sera plus rééligible.

2. La nomination du Directeur général en vertu du présent article, se fait suivant la procédure et dans les conditions que la Conférence détermine.

3. Si le poste de Directeur général devient vacant pendant la période indiquée ci-dessus, la Conférence, soit à sa session ordinaire suivante, soit à une session extraordinaire convoquée conformément

¹ Conformément à la partie II de la Résolution 12/71 de la Conférence, adoptée le 19 novembre 1971, les dispositions de l'Article VII de l'Acte constitutif, amendé comme il est indiqué ci-dessus, entreront en vigueur lors de la nomination d'un Directeur général autre que le titulaire actuel de ce poste, qui a été nommé pour une nouvelle période de quatre ans courant du 1er janvier 1972 au 31 décembre 1975.

aux dispositions du paragraphe 6 de l'Article III du présent Acte constitutif, nomme un Directeur général en conformité des dispositions des paragraphes 1 et 2 du présent Article. Toutefois, la durée du mandat d'un Directeur général nommé lors d'une session extraordinaire expire à la fin de l'année durant laquelle se tient la troisième session ordinaire de la Conférence à compter de la date de sa nomination.

(Les paragraphes 5 et 6, qui ont été renumérotés paragraphes 4 et 5, ne sont pas modifiés).

ARTICLE XI

1. Les Etats Membres et les Membres associés adressent régulièrement au Directeur général, dès leur publication, les textes de lois et règlements portant sur les questions relevant de la compétence de l'Organisation que le Directeur général juge utiles aux fins poursuivies par l'Organisation.

2. A ce même titre, les Etats Membres et les Membres associés adressent régulièrement au Directeur général les renseignements statistiques, techniques et autres qui sont publiés ou diffusés par les gouvernements ou qu'ils sont en mesure d'obtenir sans difficulté. Le Directeur général précise, de temps à autre, la nature des renseignements les plus utiles à l'Organisation et la forme sous laquelle ils devraient être fournis.

3. Tout Etat Membre et Membre associé peut être invité à fournir, à telles époques et sous telle forme qu'indiquera la Conférence, le Conseil ou le Directeur général, d'autres renseignements, rapports ou documents portant sur les questions qui relèvent de la compétence de l'Organisation, y compris des rapports sur les mesures prises pour donner suite aux résolutions ou recommandations de la Conférence.

Copie certifiée conforme
Rome, le 12 janvier 1972

P CONTINI

P. Contini

Conseiller juridique

ENMIENDAS A LA CONSTITUCION DE LA FAO ADOPTADAS POR LA CONFERENCIA DE LA ORGANIZACION EN SU 16° PERIODO DE SESIONES

(Roma, 6–25 de noviembre de 1971)

ARTICULO V

6. Para que le auxilien en el desempeño de sus funciones, el Consejo creará un Comité del Programa, un Comité de Finanzas, un Comité de Asuntos Constitucionales y Jurídicos, un Comité de Problemas de

TIAS 7274

Productos Básicos, un Comité de Pesca, un Comité de Montes y un Comité de Agricultura. Todos estos Comité deberán informar de sus actuaciones al Consejo y su composición y atribuciones se regirán por las normas aprobadas por la Conferencia.

(Los párrafos 1 a 5 no han sido modificados).

ARTICULO VII [1]

1. La Organización tendrá un Director General nombrado por la Conferencia para un período de seis años, después del cual no podrá ser reelegido.

2. El nombramiento del Director General conforme a este Artículo se efectuará con arreglo a los procedimientos y las condiciones que determine la Conferencia.

3. Si el cargo de Director General quedara vacante durante el período antes mencionado, la Conferencia, bien en el período ordinario de sesiones subsiguiente o en uno extraordinario convocado según lo dispuesto en el párrafo 6 del Artículo III de esta Constitución, nombrará el Director General, de conformidad con las disposiciones de los párrafos 1 y 2 del presente Artículo. Sin embargo, el mandato del Director General nombrado en un período extraordinario de sesiones expirará al finalizar el año del tercer período ordinario de sesiones de la Conferencia después de la fecha de su nombramiento.

(Los párrafos 5 y 6 que han sido reenumerados 4 y 5, no han sido modificados).

ARTICULO XI

1. Todos los Estados Miembros y Miembros Asociados deberán enviar con regularidad al Director General, y en cuanto se publiquen, los textos de las leyes y reglamentos relativos a materias de la competencia de la Organización que el Director General considere útiles para los fines de la Organización.

2. Sobre esas mismas materias, todos los Estados Miembros y Miembros Asociados deberán también comunicar con regularidad al Director General las informaciones estadísticas, técnicas o de otras clases que hayan publicado o difundido en otra forma sus Gobiernos o que éstos puedan obtener con facilidad. El Director General deberá indicar periódicamente el carácter de la información que sea más útil para la Organización y la forma en que esa información pueda ser comunicada.

3. Podrá pedirse a los Estados Miembros y Miembros Asociados que proporcionen, en las fechas y forma que la Conferencia, el Consejo o el Director General pueda indicarles, otros datos, informes o docu-

¹ De acuerdo con la Parte II de la Resolución 12/71 de la Conferencia, aprobada el 19 de noviembre 1971, las condiciones estipuladas en el Artículo VII de la Constitución después de enmendado en la forma arriba indicada, entrarán en vigor cuando se nombre a un Director General que no sea el actual titular del cargo, el cual ha sido nombrado por un nuevo período de cuatro años, del 1° de enero 1972 al 31 de diciembre 1975.

mentación relativos a materias de la competencia de la Organización, incluso informes sobre las medidas que hayan adoptado basándose en resoluciones o recomendaciones de la Conferencia.

Copia certificada conforme
Roma, 12 de enero de 1972

P CONTINI

P. Contini
Asesor Jurídico

تعديلات دستور المنظمة
التي أقرها المؤتمر في دورته السادسة عشرة
(روما من ٦ - ٢٥ نوفمبر ١٩٧١)

المادة الخامسة

١ - يشكل المجلس لجنة للبرامج ، ولجنة للعالية ، ولجنة للشؤون الدستورية والقانونية ، ولجنة لمشكلات السلع ، ولجنة لصايد الأسماك ، ولجنة للغابات ، ولجنة للزراعة لمعاونته في الاضطلاع بوظائفه . وترفع هذه اللجان تقاريرها للمجلس ، ويضع تكوينها واختصاصاتها للقواعد التي يقرها المؤتمر .
(وأما الفقرات من ١ - ٥ فتظل كما هي)

المادة السابعة (١)

١ - يكون للمنظمة مدير عام يعينه المؤتمر لمدة ست سنوات ، لا تجوز بعدها إعادة تعيينه في المنصب ،
٢ - يتم تعيين المدير العام بحقنق هذه المادة طبقا للأجراءات والشروط التي يحددها المؤتمر ،
٣ - إذا خلا منصب المدير العام خلال فترة الخدمة المشار إليها آنفا ، يعين المؤتمر ، إما في دور انعقاده العادي التالي أو في دورة خاصة تعقد وفقا لنص الفقرة السادسة من المادة الثالثة ، مديرا عاما طبقا لأحكام الفقرتين ١ و ٢ من هذه المادة . وتنتهي مدة شغل المنصب بالنسبة للمدير العام الذي يجري تعيينه في دورة انعقاد خاصة للمؤتمر في نهاية العام الذي تعقد فيه ثالث دورة عادية للمؤتمر بعد تاريخ تعيينه .
(أما الفقرتان ٥ و ٦ فقد أصبح رقبهما ٤ و ٥ على التوالي ولم يطرأ عليهما تغيير)

المادة الحادية عشرة

١ - تبحث جميع الدول الأعضاء والأعضاء المنتسبة بصورة منتظمة إلى المدير العام بنصوص القوانين واللوائح المتعلقة بالموضوعات التي تقع ضمن اختصاص المنظمة والتي يرى فيها المدير العام فائدة لأغراض المنظمة وذلك بمجرد نشرها ،
٢ - كذلك تبحث جميع الدول الأعضاء والأعضاء المنتسبة بصورة منتظمة إلى المدير العام بأية معلومات

(١) وفقا للجزء الثاني من قرار المؤتمر رقم ٧١/١٢ الذي صدر في ١٩ نوفمبر ١٩٧١ ، تسرى أحكام المادة ٧ المعدلة والمذكورة أصلا على تعيين أي مدير عام للمنظمة بخلاف شغل المنصب العالي ، الذي أمده تعيينه لمدة أربع سنوات من أول يناير ١٩٧٢ إلى ٣١ ديسمبر ١٩٧٥ .

إحصائية أو فنية أو غيرها ما قد تنشرها أو تصدرها الحكومات أو ما قد يتوفر لديها منها في خصوص الموضوعات المذكورة في الفقرة السابقة . وللدبر العام أن يبين من وقت إلى آخر طبيعة مثل هذه المعلومات التي تكون ذا فائدة كبيرة للمنظمة ، وطريقة تقديمها ،

٢ - يجوز أن يطلب إلى الدول الأعضاء والأعضاء المنسوبة تقديم معلومات أو تقارير أو وثائق أخرى تتعلق بموضوعات تدخل ضمن اختصاصات المنظمة ، بما في ذلك التقارير ما اتخذ من تدابير بمقتضى قرارات المؤتمر أو توصياته ، وذلك في الأوقات والأشكال التي يحددها المؤتمر أو المجلس أو الدبر العام .

طبق الأصل

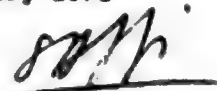
روما في ١٢ يناير ١٩٧٢

ب . كونتينيني

المستشار القانوني

The present document constitutes a translation into Arabic of the amendments to the FAO Constitution adopted by the Sixteenth Session of the Conference of the Organization (Rome, 6-25 November, 1971).

Rome, 11 February 1972



S. Afifi
Chief, Arabic Translation Group

LIBYA

Termination of Certain Agreements with Libya

*Agreement effected by exchange of notes
Signed at Tripoli February 5, 1972;
Entered into force February 5, 1972.*

٣) الاتفاقيات الأخرى

- تم التفاهم على أن الاتفاقيات المذكورة بعد قد أنهيت كلها /
- أ. الاتفاقية الخاصة بالمساعدة الاقتصادية الموقعة في بنغازي بتاريخ ٩ سبتمبر ١٩٥٤ والمعدلة بتاريخ ٣٠ يونيو ١٩٦٠.
 - ب. اتفاقية المساعدة الاقتصادية المؤرخة ٣٠ مايو ١٩٥٥.
 - ج. الاتفاقية العامة للتعاون الفني الموقعة بطرابلس بتاريخ ٢١ يوليو ١٩٥٥.
 - د. اتفاقية مواد وطرد الافاضة الى ليبيا المؤرخة ٢٢ ديسمبر ١٩٥٥.
 - هـ. اتفاقية تقديم مساعدة التجهة الى ليبيا المؤرخة ٢٧ يونيو ١٩٥٦.
 - و. اتفاقية مساعدة التجهة المؤرخة ٤ ابريل ١٩٥٧.
 - ز. اتفاقية إنهاء العمل باتفاقيات الخدمات المشتركة المؤرخة ١١ ديسمبر ١٩٦٠.
- فان لاقى هذا الاقتراح قبولا لدى حكومة معادتك ، أنشرف أن أقتج أن تشكل
مكسرتن هذه ، وركم طمها بالامجاب اتفانا بين حكومتنا بالخصوص
وتفضلوا بما صاحب السعادة ، بقبول فائق احترامى

(الرائد محمد الملام جلود)

عضو مجلس قيادة الثورة ووزير الاقتصاد والصناعة



طرابلس في ٢٠ والحنة ١٣٩١ هـ

٥ فبراير ١٩٧٢ م

صاحب السعادة

جوزيف بالمر الثاني

مفبر الولايات المتحدة الأمريكية

طرابلس

The Libyan Minister of Economy and Industry to the American Ambassador [1]

يا صاحب السعادة

بعد النعمة ،

لس الشرف أن أشير الى المباحثات التي جرت بين ممثلي حكومتنا في شأن الاتفاقيات القائمة بين حكومة الجمهورية العربية الليبية ، وحكومة الولايات المتحدة الأمريكية والتي مبرت خلالها حكومة الجمهورية العربية الليبية من رغبتها في انهاء الاتفاقيات المبرمة بين كل من حكومة ليبيا وحكومة الولايات المتحدة الأمريكية في الفترة السابقة على قيام ثورة الفاتح من سبتمبر . ونتيجة لتلك المباحثات اتفقت كل من حكومتى الجمهورية العربية الليبية والولايات المتحدة الأمريكية على انهاء هذه الاتفاقيات طبقا للأسس الموضوعية لى هذه الذكورة .

ومن الطبع والحق طبعه أن كلا الحكومتين قد تخلت من جميع الادعاءات الناشئة من أو المتعلقة بأى من هذه الاتفاقيات ولا تقوم أى من الحكومتين فى أى وقت بمطالبة أى ادعاء ناشئ من أو متعلق بأى من هذه الاتفاقيات .

(١) الاتفاقية الخاصة بالقواعد العسكرية الموقعة في بنغازي بتاريخ ١ سبتمبر ١٩٥٤

حيث أن جميع المناطق الخلق عليها والتي كانت تستعملها وتشغلها حكومة الولايات المتحدة الأمريكية بموجب المادة الأولى من الاتفاقية المذكورة أعلاه قد جرى تسليمها الى حكومة الجمهورية العربية الليبية ، وأن عطية جلاء قوات الولايات المتحدة الأمريكية وسحب جميع معداتها ولوازمها قد تمت بموجب الفقرة الأولى من المعبر الخلق طبعه الموقع من قبل الحكومتين بتاريخ ١٤ شوال ١٣٨٩ هـ الموافق ٢٣ ديسمبر ١٩٦٩ م .

وبناء على ذلك فان الاتفاقية المذكورة وجميع طحقاتها من طكرات التفاهم المتعلقة بنصيحها قد تم انهاءها .

(٢) اتفاقية المساعدة العسكرية المؤرخة ٣٠ يونيو ١٩٥٧

تجلى ممثلو حكومتنا الى تفاهم لانها هذه الاتفاقية طبقا لنص المادة الشائعة مع عدم التمتع بمدة الاخطار المحددة بسنة والنصوص فيها فى هذه المادة .
وبناء على ذلك فقد تم انهاء الاتفاقية المذكورة طبقا لنص المادة الشائعة فيها .

¹ For the English language text, see p. 85.

The American Ambassador to the Libyan Minister of Economy and Industry

TRIPOLI, February 5, 1972

EXCELLENCY:

I have the honor to refer to your note of February 5, 1972 concerning the termination of outstanding agreements between our two Governments the text of which translated is as follows:

"I have the honor to refer to conversations between representatives of our two Governments concerning outstanding Agreements between the Government of the Libyan Arab Republic and the Government of the United States of America during which the Government of the Libyan Arab Republic expressed its desire to terminate those Agreements between the Government of Libya and the Government of the United States of America that were concluded in the period prior to the First of September Revolution. As a result of these discussions the Governments of the Libyan Arab Republic and the United States of America have agreed to the termination of the Agreements on the bases set forth in this note.

It is understood and mutually agreed that both Governments renounce all claims arising from or in connection with any of these agreements and that neither Government will pursue any claims arising at any time from or in connection with any of these Agreements.

1) Agreement Relating to Military Bases Signed in Benghazi on September 9, 1954. [1]

It is noted that all of the Agreed Areas which the Government of the United States of America used and occupied pursuant to Article I of the aforementioned Agreement have been turned over to the Government of the Libyan Arab Republic and that the operation of evacuation of all United States Forces and withdrawal of all of their equipment and materiel have been completed in accordance with paragraph 1 of the Agreed Minute signed by the two Governments on Shawwal 14, 1389/December 23, 1969. [2]

Accordingly, the cited Agreement and all of its attachments by way of memoranda of understanding [1] related to its provisions are terminated.

2) Military Assistance Agreement dated June 30, 1957. [3]

Representatives of our two Governments have reached an understanding to terminate said Agreement pursuant to Article VIII

¹ TIAS 3107, 3607, 4620, 4654; 5 UST 2449; 7 UST 2051; 11 UST 2382, 2627.

² Not printed.

³ TIAS 3857; 8 UST 957.

thereof, but dispensing with the required one year notice period as therein specified.

Accordingly, said Agreement is hereby terminated in accordance with said Article VIII.

3) Other Agreements.

It is understood that the Agreements listed below are also terminated:

(A) Agreement Relating to Economic Assistance signed in Benghazi, September 9, 1954, and the amendment thereto dated June 30, 1960; [¹]

(B) Economic Assistance Agreement dated May 30, 1955; [²]

(C) General Agreement for Technical Cooperation signed in Tripoli on July 21, 1955; [³]

(D) Agreement for Relief Supplies and Parcels to Libya dated December 22, 1955; [⁴]

(E) Agreement Providing Development Assistance to Libya dated June 27, 1956; [⁵]

(F) Development Assistance Agreement dated April 4, 1957; [⁶]

(G) Agreement Terminating the Joint Services Agreements dated December 11, 1960. [⁷]

If this proposal is acceptable to Your Excellency's Government, I have the honor to propose that this note and your affirmative reply thereto represent an Agreement between our two Governments in this regard."

In reply, I have the honor to inform you that my Government concurs in the understanding set forth in your note that the agreements enumerated in your note are terminated on the bases set forth in your note.

Accept, Excellency, the assurances of my highest consideration.

JOSEPH PALMER 2nd

His Excellency

Major 'ABD AL-SALAM JALLUD,

Member of the Revolutionary Command Council,

Minister of Economy and Industry,

Tripoli.

¹ TIAS 3105, 4577; 5 UST 2434; 11 UST 2148.

² TIAS 3382; 6 UST 3813.

³ TIAS 3290; 6 UST 2231.

⁴ TIAS 3480; 7 UST 71.

⁵ TIAS 3602; 7 UST 1906.

⁶ TIAS 3810; 8 UST 609.

⁷ TIAS 4974; 13 UST 285.

JORDAN
Agricultural Commodities

*Agreement signed at Amman February 17, 1972;
Entered into force February 17, 1972.*

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
STATES OF AMERICA AND THE GOVERNMENT OF THE
HASHEMITE KINGDOM OF JORDAN FOR SALES OF AGRI-
CULTURAL COMMODITIES**

The Government of the United States of America and the Govern-
ment of the Hashemite Kingdom of Jordan have agreed to the sales
of agricultural commodities specified below. This agreement shall
consist of the Preamble, Parts I and III, and the Dollar Credit Annex
of the agreement signed on April 4, 1968, [1] and the following
Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity table:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u>
			(Millions)
Wheat/Wheat Flour (Wheat Equivalent)	U.S. Fiscal Year 1972	30,000 Metric Tons	\$1. 8
		TOTAL	\$1. 8

ITEM II. Payment Terms:

DOLLAR CREDIT

1. Initial Payment - Five (5) percent.
2. Currency Use Payment - Five (5) percent of the dollar amount
financed by the Government of the exporting country for agricultural
commodities under this agreement is payable upon demand by the

¹ TIAS 6475; 19 UST 4764.

Government of the exporting country in accordance with paragraph 6 of the Dollar Credit Annex applicable to this agreement. No request for payments will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation under this agreement.

3. Number of Installment Payments – 19.

4. Amount of Each Installment Payment – Approximately equal annual amounts.

5. Due Date of First Installment Payment – Two years after date of last delivery of commodities in each calendar year.

6. Initial Interest Rate – Two (2) percent.

7. Continuing Interest Rate – Three (3) percent.

ITEM III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u>	<u>Usual Marketing Requirements</u>
Wheat/Wheat Flour (Wheat Equivalent)	U.S. Fiscal Year 1972	8,000 Metric Tons

ITEM IV. Export Limitations:

A. The export limitation period for commodities which are the same as or like any particular commodity financed under this agreement shall be the period beginning on the date of this agreement and extending through the United States Fiscal Year 1972 or any subsequent United States Fiscal Year during which the relevant commodities financed under this agreement are being imported and utilized.

B. For the purposes of Part I, Article III A 3 of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are durum wheat, wheat and wheat products, including semoline or pasta products.

C. Permissible Export(s):

<u>Commodity</u>	<u>Quantity</u>	<u>Period During Which Such Exports are Permitted</u>
Wheat including durum wheat, or wheat products including semolina or pasta products	Amounts traditionally supplied to northern portions of Saudi Arabia and adjacent areas.	United States Fiscal Year 1972 and any subsequent U.S. Fiscal Year during which above mentioned commodities under this agreement are being imported and utilized.

ITEM V. Self-Help Measures:

The Government of the Hashemite Kingdom of Jordan is undertaking to: (1) Increase the human and financial resources available to local cooperatives including the training of cooperative staff. (2) Intensify efforts to increase wheat production in semi-arid areas. (3)

Protect drainage areas, such as the Wadi Ziglab, through erosion control measures. (4) Take steps, when financial and security conditions permit, to conduct a coordinated national soil and water conservation program.

**ITEM VI. Economic Development Purposes for Which Proceeds
Accruing to Importing Country are to be Used:**

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight (Differential):

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels, but notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

A. The currency use payment under Item II 2 of this Part II shall be credited against.

(a) the amount of each year's interest payment during the period prior to the due date of the first installment payment starting with the first year payment, plus

(b) the combined payments of principal and interest starting with the first installment, until the value of the currency use payment has been offset.

B. Notwithstanding paragraph 4 of the Dollar Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph or may withdraw from amounts deposited therein so much of the proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of currency use payments made by the Government of the importing country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Amman, in duplicate, this 17th day of February, 1972.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE
HASHEMITE KINGDOM OF
JORDAN:

L. DEAN BROWN

DR S. NABULSI

Lewis Dean Brown
Ambassador

Dr. Sa'id Nabulsi
Minister of National Economy

[SEAL]

TIAS 7276

MULTILATERAL

Training of FANK Personnel in Viet-Nam: Australian Participation

*Memorandum of understanding signed at Saigon December 8,
1971;
Entered into force December 8, 1971.*

MEMORANDUM OF UNDERSTANDING ON AUSTRALIAN PARTICIPATION IN THE TRAINING OF FANK PERSONNEL IN VIET-NAM

We, the Ambassadors in Saigon of Australia, the Khmer Republic, and the United States, and the Minister of Foreign Affairs of the Republic of Vietnam, formally accept on behalf of our governments the arrangements recommended in the attached "Memorandum on Australian participation on the training of FANK personnel in Viet-Nam" drawn up at a meeting in Saigon on December 3rd, 1971, between military representatives of Australia, the Khmer Republic, the Republic of Viet-Nam and the United States.

SAIGON, 8th December, 1971

TRAN VAN LAM
(Tran Van Lam)
*Minister of Foreign Affairs of the
Republic of Vietnam*

MALCOLM MORRIS
(A. Malcolm Morris, O.B.E.,)
*Ambassador Extraordinary and
Plenipotentiary of the Common-
wealth of Australia*

NOU HACH
(Nou Hach)
*Ambassador Extraordinary and
Plenipotentiary of the Khmer
Republic*

ELLSWORTH BUNKER
(Ellsworth Bunker)
*Ambassador Extraordinary and
Plenipotentiary of the United
States of America*

Memorandum on Australian Participation in the Training of FANK Personnel in Viet-Nam

In April 1970 the Prime Minister of the Khmer Republic broadcast an appeal for international assistance in the defence field. This was subsequently followed up with Australia by Khmer Ministers and senior service officers who on a number of occasions in 1970 and 1971 stressed to Australian Ministers and officials the critical need for assistance in military training.

2. The Australian Government responded by agreeing, in consultation with the Khmer authorities, on a programme for training FANK (Forces Armées Nationales Khmères) personnel in Australia. It was recognised, however, that this would go only part of the way to meet Khmer training needs.

3. In August 1971, the Australian Prime Minister announced that Australia would retain some military training and advisory elements in the Republic of Viet-Nam if they were wanted and if satisfactory arrangements could be made.

4. Given that decision, the continuing need for further training assistance to FANK personnel, and the existence in Viet-Nam of United States training facilities for FANK personnel, the Australian Government announced in November 1971 that it had made a decision in principle to enter into discussions with the other Governments concerned about the participation of Australia, with others, in the training of Khmer personnel in Viet-Nam. That decision in principle was welcomed by the Khmer, Vietnamese and United States Governments.

5. The specific arrangements to govern the participation of Australia in the training of FANK personnel in Viet-Nam were discussed at a meeting in Saigon on 3 December, 1971 between military representatives of Australia, the Khmer Republic, the Republic of Viet-Nam and the United States.

6. At that meeting these representatives recommended the following arrangements:

- (a) Subject to the agreement of the Government of the Republic of Viet-Nam the Australian Government will provide, so long as that is mutually agreed, a group of the order of thirty instructors for the training of FANK personnel in Viet-Nam, the exact composition of the group to be determined in the light of further consultations with the appropriate FANK and United States military authorities;
- (b) This group of instructors, which initially will be part of Australian Force Viet-Nam, will be additional to those which the Australian Government has stated its readiness to include in the Australian Army Assistance Group (AAAG) for the training of Vietnamese forces, but will form an integral part of the AAAG, when established, and will be administered and sup-

TIAS 7277

- ported by it. Any special arrangements required for the Australian group of instructors for the training of FANK personnel in Viet-Nam will be arranged between the appropriate FANK, United States and Australian military authorities;
- (c) The costs of this group of instructors will be borne by the Australian Government;
 - (d) The group of instructors will work within the framework of the United States training establishments in Phuoc Tuy province of the Republic of Viet-Nam. The movement of FANK personnel to these training establishments, and their maintenance there, will not be the responsibility of the Australian Government;
 - (e) The courses of training on which this group of Australian instructors will be used will be decided on in consultation with the appropriate FANK and United States military authorities.

SIGNED:

PHAN CHINH
(Phan Trong Chinh)
Lieutenant-General
Chief, Central Training Command
JGS, RVNAF

POK SAM AN
(Pok Sam An)
Brigadier-General
Chef de la Représentation des
FANK auprès des FARVN et
U.S. Forces à Saigon

D B DUNSTAN
(D. B. Dunstan)
Major-General
Commander
Australian Force Viet-Nam

STAN L McCLELLAN
(Stan L. McClellan)
Brigadier-General U.S.A.
Director of Training and
Special Assistant to
COMUSMACV

French Text of the Memorandum

**Note au Sujet de la Participation Australienne à l'Instruction
du Personnel des Forces Armées Nationales Khmères à la
République du Vietnam**

En avril 1970 le premier ministre de la République Khmère a radiodiffusé un appel pour l'aide internationale dans la domaine de la défense. Cet appel a été poursuivi avec l'Australie par des ministres et des officiers militaires supérieurs khmers qui, sur des occasions nombreuses pendant 1970 et 1971, ont souligné aux ministres et aux fonctionnaires australiens le besoin critique de l'aide dans la domaine de l'instruction militaire.

2. Le gouvernement d'Australie a répondu en donnant agrément, en consultation avec les autorités khmers, à un programme pour l'instruction en Australie du personnel des Forces Armées Nationales Khmères (FANK). On a pourtant reconnu que cette instruction ne pourrait pas réaliser entièrement les besoins khmers pour l'instruction militaire.

3. En août 1971, le premier ministre d'Australie a annoncé que l'Australie avait l'intention de retenir à la République du Vietnam des éléments militaires pour instruire et conseiller si on en avait besoin et que l'on pourrait faire des arrangements satisfaisants.

4. Etant donné cette décision, et le besoin continu de l'aide supplémentaire pour l'instruction du personnel des FANK, et l'existence à la République du Vietnam des centres d'instruction américains pour l'instruction du personnel des FANK, le gouvernement d'Australie a annoncé en novembre 1971 qu'il avait pris la décision en principe d'entrer dans des entretiens avec les autres gouvernements intéressés au sujet de la participation de l'Australie, avec celle des autres pays, dans l'instruction du personnel khmer au Vietnam. Cette décision en principe a été reçue avec plaisir par les gouvernements khmer, vietnamien et américain.

5. Les arrangements spécifiques pour régler la participation australienne dans l'instruction du personnel des FANK au Vietnam ont été examinés à une réunion à Saigon le 3 décembre 1971 à laquelle ont assisté des représentants militaires d'Australie, de la République Khmère, de la République du Vietnam et des Etats-Unis.

6. A cette réunion ces représentants ont recommandé des arrangements suivants:

- (a) Avec l'accord au préalable du gouvernement de la République du Vietnam, le gouvernement d'Australie va fournir, aussi longtemps que ce soit agréé mutuellement, un groupe d'environ trente instructeurs pour l'instruction du personnel des FANK au Vietnam, la composition exacte du groupe à être décidée suivant des consultations supplémentaires avec les FANK et les autorités militaires américaines;
- (b) Ce groupe d'instructeurs, lequel fera au début partie de l'Australian Force Vietnam, sera supplémentaire à ceux dont le gouvernement d'Australie a déclaré qu'il est prêt à inclure dans le cadre de l'Australian Army Assistance Group (AAAG) pour l'instruction des forces vietnamiennes, mais ce groupe va constituer un élément intégral du AAAG, dès qu'il sera établi, lequel va l'administrer et le soutenir. Des arrangements spéciaux qu'il faut faire pour le groupe Australien d'instructeurs pour l'instruction du personnel des FANK au Vietnam seront réglés entre les autorités militaires des FANK, des Etats-Unis et d'Australie;
- (c) Les frais de ce groupe d'instructeurs seront payés par le gouvernement d'Australie;

- (d) Le groupe d'instructeurs va travailler dans l'organisation des centres d'instruction américains dans la province de Phuoc Tuy à la République du Vietnam. Le mouvement du personnel des FANK à ces centres d'instruction, et le soutien à dudit personnel, ne seront pas la responsabilité du gouvernement d'Australie;
- (e) Les cours d'instruction auxquels sera assigné ce groupe d'instructeurs australiens vont être réglés en consultation avec les autorités militaires des FANK et des Etats-Unis.

SIGNÉ:

PHAN CHINH

(Phan Trong Chinh)
Lieutenant-General
Chief, Central Training Command
JGS, RVNAF

POK SAM AN

(Pok Sam An)
Brigadier-General
Chef de la Représentation des
FANK auprès des FARVN et
U.S. Forces à Saigon

D B DUNSTAN

(D. B. Dunstan)
Major-General
Commander
Australian Force Vietnam

STAN L McCLELLAN

(Stan L. McClellan)
Brigadier-General U.S.A.
Director of Training and
Special Assistant to
COMUSMACV

MULTILATERAL

Training of FANK Personnel in Viet-Nam: New Zealand Participation

Memorandum of understanding signed at Saigon February 12, 1972;

Entered into force February 12, 1972.

MEMORANDUM OF UNDERSTANDING ON NEW ZEALAND PARTICIPATION IN FANK [¹] TRAINING IN THE REPUBLIC OF VIET-NAM

We, the Ambassadors in Saigon of New Zealand and the Khmer Republic, the Chargé d'Affaires a.i. of the United States, and the Minister of Foreign Affairs of the Republic of Viet-Nam, have reached, on behalf of our Governments, the following understanding on New Zealand participation in the training of FANK personnel in the Republic of Viet-Nam.

- (A) That, in response to request for assistance made by the Foreign Minister of the Khmer Republic during his visit to New Zealand in February 1971 and subsequent discussions about ways in which New Zealand might best assist the Khmer Republic, the New Zealand Government will provide, for so long as is mutually agreed, a team of instructors to be called the Second New Zealand Army Training Team Viet-Nam (2NZATTV) to train FANK personnel;
- (B) That 2NZATTV will be established within the framework of the training programme in the Republic of Viet-Nam for FANK personnel and that the Government of the Republic of Viet-Nam agrees to the establishment therein of a New Zealand training team;
- (C) That the courses of training to be conducted by 2NZATTV, and any special arrangements required for the New Zealand instructors, will be decided upon in consultation with the appropriate military authorities;

¹ Forces Armées Nationales Khmères.

- (D) That the cost of 2NZATTV will be borne by the New Zealand Government;
- (E) That the movement of FANK personnel and their maintenance will not be the responsibility of the New Zealand Government.

*Minister of Foreign Affairs
Republic of Viet-Nam*

TRAN VAN LAM
(Tran van Lam)

Ambassador of the Khmer Republic, Saigon

NOU HACH
(Nou Hach)

*Ambassador of New Zealand
Saigon, and Ambassador
Designate of New Zealand
Phnom-Penh*

LEONARD THORNTON
(Sir Leonard Thornton)

*Chargé d'Affaires ad interim of
the United States, Saigon*

SAMUEL D. BERGER
(Samuel D. Berger)

SAIGON
12 February 1972

PARAGUAY

Agricultural Commodities

*Agreement signed at Asuncion March 22, 1971;[¹]
Entered into force November 19, 1971;
Effective March 22, 1971.*

CONVENIO ENTRE EL GOBIERNO DEL PARAGUAY Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno del Paraguay y el Gobierno de los Estados Unidos de América,

RECONOCIENDO la conveniencia de ampliar el comercio en productos agrícolas entre el Paraguay (en adelante denominado el país importador) y los Estados Unidos de América (en adelante denominado el país exportador) y otros países amigos en una forma que no desplace los mercados corrientes del país exportador para tales productos, ni altere indebidamente los precios mundiales de productos agrícolas o las normas usuales de países amigos;

CONSIDERANDO la importancia que revisten para los países en vías de desarrollo los esfuerzos que realicen para fomentar su propio bienestar y autonomía económica, incluyendo los esfuerzos para resolver sus problemas de producción de alimentos y crecimiento demográfico;

RECONOCIENDO la política del país exportador de alentar a países en desarrollo a que mejoren su propia producción agrícola y prestarles ayuda en su desarrollo económico;

RECONOCIENDO la determinación del país importador de mejorar su propia producción, almacenamiento y distribución de productos agrícolas alimenticios, inclusive la reducción de pérdidas en las etapas del manejo de productos alimenticios;

DESEANDO establecer las bases de entendimiento que regularán las ventas de productos agrícolas al país importador, de acuerdo con el Título I de la Ley de Asistencia y Desarrollo del Comercio Agrícola, con su enmienda (en adelante denominada la Ley), y las medidas que ambos Gobiernos tomarán, en forma individual y colectiva para fomentar la política mencionada anteriormente.

¹ For the English language text, see p. 108.

HAN ACORDADO LO SIGUIENTE:

PARTE I - DISPOSICIONES GENERALES

ARTÍCULO I

A. El Gobierno del país exportador se compromete a financiar la venta de productos agrícolas a compradores autorizados por el Gobierno del país importador de conformidad con los términos y condiciones del presente acuerdo, incluyéndose el anexo pertinente que forma parte integral del presente acuerdo.

B. El financiamiento de los productos agrícolas indicados en la Parte II del presente acuerdo estará sujeto a:

1. La emisión por el Gobierno del país exportador de autorizaciones para compras y su aceptación por el Gobierno del país importador, y
2. La disponibilidad de los productos indicados en la fecha de exportación.

C. Las autorizaciones para compras deberán solicitarse dentro de un plazo de 90 días a partir de la fecha de entrada en vigor del presente acuerdo, y respecto a cualquier producto o cantidades de productos adicionales que se disponga en cualquier acuerdo suplementario, dentro de un plazo de 90 días a partir de la fecha de entrada en vigor de tal acuerdo suplementario. Las autorizaciones para compras incluirán disposiciones relativas a la venta y entrega de tales productos así como a otros asuntos pertinentes.

D. Salvo cuando pueda ser autorizado por el Gobierno del país exportador, todas las entregas de productos vendidos de conformidad con el presente acuerdo se llevarán a cabo dentro de los períodos de entrega que se indican en la tabla de productos de la Parte II.

E. El valor de la cantidad total de cada producto incluido en las autorizaciones de compra para un tipo específico de financiamiento autorizado conforme al presente acuerdo, no podrá exceder del valor máximo en el mercado de exportación señalado para dicho producto y tipo de financiamiento en la Parte II. El Gobierno del país exportador podrá limitar el valor total de cada producto a incluirse en las autorizaciones de compra para un tipo específico de financiamiento según las bajas de precios u otros factores del mercado así lo exijan, de tal manera que las cantidades de dicho producto vendidas conforme a un tipo específico de financiamiento no excedan en forma sustancial la respectiva cantidad máxima aproximada que se especifica en la Parte II.

F. El Gobierno del país exportador asumirá el costo diferencial del transporte marítimo para los productos que el Gobierno del país exportador exija que sean transportados en barcos de bandera de los Estados Unidos (aproximadamente un cincuenta por ciento del tonelaje de los productos vendidos según el Acuerdo). El diferencial

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de costo del transporte marítimo es la cantidad, según lo determine el Gobierno del país exportador, que sobrepasa del costo del transporte marítimo (que de otra forma sería el costo normal) debido al requisito de que los productos sean transportados en barcos de bandera de los Estados Unidos. El Gobierno del país importador no tendrá la obligación de reembolsar al Gobierno del país exportador o de hacer un depósito en moneda nacional del país importador para cubrir el costo diferencial del transporte marítimo sufragado por el Gobierno del país exportador.

G. Inmediatamente después de contratar espacio de carga en barcos de bandera de los Estados Unidos para los productos que se exige sean transportados en barcos de bandera de los Estados Unidos, y en ningún caso con posterioridad a la presentación de los barcos para ser cargados, el Gobierno del país importador o los compradores autorizados por éste abrirán una carta de crédito en dólares de los Estados Unidos por el valor calculado de flete marítimo de tales productos.

H. El financiamiento, la venta y la entrega de productos bajo el presente Acuerdo podrán darse por terminados por cualquiera de los dos Gobiernos si dicho Gobierno determinare que debido a que las condiciones han cambiado, es innecesario e inconveniente continuar tal financiamiento, venta o entrega.

ARTÍCULO II

A. Pago Inicial

El Gobierno del país importador pagará, o hará pagar, el pago inicial que se especifique en la Parte II del presente Acuerdo. El importe de este pago ascenderá a la proporción del precio de compra (excluyendo cualquier costo de transporte marítimo que se haya incluido en este último) igual al porcentaje especificado como pago inicial en la Parte II, y el pago se hará en dólares de los Estados Unidos de conformidad con la autorización de compra respectiva.

B. Tipo de Financiamiento

Las ventas de los productos especificados en la Parte II se financiarán de acuerdo con el tipo de financiamiento indicado en la misma, y en dicha Parte II y en el anexo respectivo también se han expuesto disposiciones especiales respecto a la venta.

C. Depósito de los Pagos

El Gobierno del país importador entregará, o hará entregar, pagos al Gobierno del país exportador en las monedas, cantidades y al tipo de cambio que se especifique en otra parte del presente Acuerdo, en la forma siguiente:

1. Los pagos efectuados en moneda nacional del país importador (de aquí en adelante denominada moneda nacional) serán depositados en la cuenta del Gobierno de los Estados Unidos de América, en cuentas que devengan intereses, en bancos seleccionados por el Gobierno de los Estados Unidos de América en el país importador.

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2. Los pagos en dólares de los Estados Unidos se remitirán al Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D. C. 20250, a menos que los dos Gobiernos convengan en otro método de pago.

ARTÍCULO III

A. Comercio Mundial

Los dos Gobiernos tomarán precauciones razonables para asegurar que las ventas de los productos agrícolas hechas conforme al presente Acuerdo no desplacen los mercados corrientes del país exportador para tales productos, no alteren indebidamente los precios mundiales de productos agrícolas o los patrones normales del intercambio comercial con países que el Gobierno del país exportador considera como naciones amigas (denominadas en el presente Acuerdo como países amigos). Para llevar a la práctica esta disposición, el Gobierno del país importador deberá:

1. asegurar que el total de las importaciones procedentes del país exportador y de otros países amigos al país importador, pagadas con los recursos de este último, sea por lo menos igual a las cantidades de productos agrícolas que se especificaren en la tabla de demandas normales del mercado de la Parte II durante cada periodo de importación señalado en la tabla y durante cada periodo posterior equivalente en el que se estén entregando los productos financiados bajo el presente Acuerdo. Las importaciones de productos para satisfacer dichas demandas normales del mercado para cada periodo de importación serán adicionales a las compras financiadas conforme al presente Acuerdo.

2. adoptar todas las medidas posibles a fin de evitar la reventa, el desvío en ruta o el reembarque a otros países o el uso para otros fines que no sean los domésticos, de los productos agrícolas comprados en virtud del presente Acuerdo (salvo cuando dicha reventa, desvío en ruta, reembarque o uso hayan sido específicamente aprobados por el Gobierno de los Estados Unidos de América); y

3. tomar todas las medidas posibles para evitar la exportación de cualquier producto de origen nacional o extranjero, que sea igual a los productos financiados de conformidad con el presente Acuerdo durante el periodo de limitación de exportaciones especificado en la tabla de limitaciones de exportaciones de la Parte II (salvo según se especificaren en la Parte II o cuando dicha exportación sea de otra forma específicamente aprobada por el Gobierno de los Estados Unidos de América).

B. Comercio Particular

En la ejecución del presente Acuerdo, los dos Gobiernos tratarán de asegurar condiciones de comercio que permitan a los comerciantes particulares desenvolverse en forma eficaz.

C. Autoayuda

En la Parte II se describe el programa que el Gobierno del país importador está realizando para mejorar la producción, el almacenamiento y la distribución de productos agrícolas. El Gobierno del país importador presentará, en la forma y fecha que solicite el Gobierno del país exportador, un informe sobre el progreso que el Gobierno del país importador está alcanzando en la puesta en práctica de tales medidas de autoayuda.

D. Informes

Además de cualesquier otros informes que se acuerden entre los dos Gobiernos, el Gobierno del país importador presentará, por lo menos trimestralmente durante el periodo de entrega especificado en el Punto I de la Parte II de este Acuerdo y cualquier periodo comparable subsiguiente durante el cual los productos comprados conforme a este Acuerdo se importen o utilicen:

1. la información siguiente respecto a cada embarque de productos que se haya recibido conforme al Acuerdo; el nombre de cada barco; la fecha de llegada; el puerto de arribo; el producto recibido y su cantidad recibida; el estado en que se recibió; la fecha en que se terminó su descarga y el destino de la carga, e.g., almacenada, distribuida localmente o, si fue enviada, a qué lugar;

2. una declaración que indique el progreso alcanzado para satisfacer las demandas normales del mercado;

3. una declaración que indique las medidas que ha tomado para aplicar las disposiciones de las secciones A 2 y 3 del presente artículo; y

4. datos estadísticos sobre importaciones y exportaciones por país de origen o de destino de los productos que sean iguales o parecidos a los importados conforme al presente Acuerdo.

E. Procedimientos para la Conciliación y Ajuste de las Cuentas

Los dos Gobiernos establecerán los procedimientos adecuados para facilitar la conciliación de sus respectivas cuentas de las cantidades financiadas respecto a los productos entregados durante cada año civil. La Commodity Credit Corporation del país exportador y el Gobierno del país importador podrán realizar los ajustes en las cuentas de crédito que mutuamente acuerden sean apropiados.

F. Definiciones

Para los fines del presente Acuerdo:

1. se considerará que la entrega ha tenido lugar en la fecha de carga indicada en el conocimiento de embarque que haya sido suscrito en nombre del transportador;
2. se considerará que la importación ha tenido lugar cuando el producto haya ingresado al país y haya pasado por la aduana, si la hubiere del país importador; y

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3. se considerará que el uso ha tenido lugar cuando el producto haya sido vendido al comercio dentro del país importador sin restricción en cuanto a su uso dentro del país o haya sido distribuido de otra forma al consumidor dentro del país.

G. Tipo de Cambio Aplicable

Para los fines del presente Acuerdo, el tipo de cambio que se aplicará para determinar la cantidad de moneda nacional pagadera al Gobierno del país exportador será un tipo de cambio que no sea menos favorable al Gobierno del país exportador que el tipo más alto que pueda obtenerse legalmente en el país importador y que no sea menos favorable al Gobierno del país exportador que el tipo más alto que pueda obtener cualquier otro país. En relación a la moneda nacional:

1. Siempre y cuando el Gobierno del país importador mantenga un sistema unitario de tipo de cambio, el tipo de cambio que se aplicará será el mismo que emplea la autoridad monetaria central del país importador, o su representante autorizado, para vender divisas por moneda nacional.

2. Si el Gobierno del país importador no mantiene un sistema unitario de tipo de cambio, el tipo de cambio que se aplicará será el que (según lo acuerden mutuamente ambos Gobiernos) cumpla con los requisitos de la primera frase de esta Sección G.

H. Consultas

Los dos Gobiernos, a pedido de cualquiera de ellos, se consultarán acerca de cualquier asunto que surja del presente Acuerdo, inclusive la aplicación de arreglos que se lleven a cabo de conformidad con el mismo.

I. Identificación y Publicidad

El Gobierno del país importador tomará las medidas que mutuamente se hayan acordado antes de la entrega para identificar el origen de los productos alimenticios en los lugares de distribución en el país importador y para darles la publicidad que dispone la Sub-Sección 103(1) de la Ley.

PARTE II - DISPOSICIONES ESPECIALES

Punto I. Tabla de Productos:

<u>Producto</u>	<u>Periodo de Suministro</u> (Año Civil)	<u>Cantidad Máxima Aproximada</u>	<u>Valor Máximo en el Mercado de Exportación</u> (Miles)
Trigo y/o harina de trigo	1971	45.000 [1]	US\$2.900.000

¹ equivalente a grano

PUNTO II. Términos de Pago:**Crédito Convertible a Moneda Nacional**

1. Pago Inicial – 5 por ciento
2. Pago del Uso de Fondos – 5 por ciento del monto en dólares de la financiación hecha por el Gobierno del país exportador bajo este Convenio se pagará a solicitud del Gobierno del país exportador, en las cantidades que se determinen y de acuerdo con el párrafo 6 del Anexo del Crédito Convertible a Moneda Nacional, aplicable a este Convenio. El Gobierno del país exportador no hará pedidos de pago antes del primer desembolso hecho bajo este Convenio por la Commodity Credit Corporation y el pago final será solicitado no más tarde de 90 días después del desembolso final bajo el Convenio, por parte de la Commodity Credit Corporation.
3. Número de Cuotas de Pago – 26
4. Monto de cada Cuota de Pago – Montos anuales aproximadamente iguales
5. Fecha de Vencimiento del Pago de la Primera Cuota – Cinco años a partir de la fecha de la última entrega de productos en cada año civil.
6. Tasa de Interés Inicial – 2 por ciento
7. Tasa de Interés Continua – 3 por ciento.

PUNTO III. Tabla Normal de Mercadeo:

<u>Producto</u>	<u>Período de Importación</u> (Año Civil)	<u>Necesidades Normales de Mercadeo</u> (Toneladas Métricas)
Trigo y/o harina de trigo	1971	60.000 ^[1]

PUNTO IV. Limitaciones de Exportación:

A. El período de limitación de exportación comenzará a partir de la fecha de vigencia del Convenio y terminará en la fecha última en que dichos productos financiados bajo este Convenio hayan sido recibidos o utilizados o a la terminación del último período de suministro, cualquiera que se haya producido en último término.

B. Para los efectos de la Parte I, Artículo III A 3, del Convenio los productos considerados iguales a los productos importados bajo este Convenio son: para el trigo—trigo y harina de trigo.

PUNTO V. Medidas de Autoayuda:

A. En consideración a las recomendaciones del Comité Inter-Americano de la Alianza para el Progreso (CIAP), y en consideración a las

¹ equivalente a grano

declaraciones formuladas en la Carta de Intención del Gobierno al CIAP en 1970, el Gobierno del país importador conviene en prestar atención y apoyo continuados a la recomendación del CIAP referente al aumento de recursos con miras a la educación y a aquellas recomendaciones fiscales referentes a la revisión sistemática del sistema impositivo incluyendo el proyecto de ley de impuesto a la renta pendiente, la terminación del programa de revaluación de bienes raíces, y la reducción de franquicias de importación no justificadas. Además, el Gobierno del país importador conviene en:

1. Aumentar el monto de sus recursos destinados al sector agrícola dando énfasis a la política y planeamiento efectivos para asegurar adecuados incentivos de producción, insumos de producción a precios razonables, crédito agrícola, e investigaciones y facilidades del mercado.
2. Continuar sus esfuerzos para asegurar la aprobación de una legislación adecuada que permita la organización efectiva y desarrollo de las cooperativas agrícolas.
3. Estimular las exportaciones de productos agrícolas dando mayor énfasis a las instituciones que trabajan en la investigación de mercados, tales como el Centro de Promoción de las Exportaciones y su contraparte en el Ministerio de Agricultura.
4. Continuar dando énfasis relevante al desarrollo de sistemas de recopilación y análisis de estadísticas para apreciar mejor la disponibilidad de insumos agrícolas y los progresos en el incremento de la producción de productos agrícolas.
5. Continuar sus esfuerzos para desarrollar y aprobar un plan para concluir la ejecución de las leyes de reforma contable y presupuestaria.
6. Llevar a cabo aquellas otras medidas que sean mutuamente convenidas para los fines especificados en la Sección 109(a) del Acta.

B. El Gobierno del Paraguay entiende que el Acta de Alimentos para la Paz (PL 480) requiere que el Convenio se dé por terminado cuando el Gobierno de los Estados Unidos de América considere que el programa de autoayuda detallado en el Convenio no está siendo fomentado debidamente, y así también entiende que el Convenio, en tal caso, podrá darse por terminado de conformidad con la cláusula de terminación.

PUNTO VI. Fines de Desarrollo Económico para los Cuales se Utilizará el Producido Resultante a Favor del País Importador:

Para los fines especificados en el Punto V y para otros fines de desarrollo económico que sean mutuamente convenidos.

PUNTO VII. Financiamiento del Flete Marítimo:

El Gobierno del país exportador asumirá el costo diferencial del flete de transporte marítimo para los productos que dicho país exige sean

transportados en barcos de bandera de los Estados Unidos de América, pero, no obstante las disposiciones del párrafo 1 del Anexo del Crédito Convertible a Moneda Nacional, a este Convenio, no financiará el saldo del costo de transporte marítimo de tales productos.

PUNTO VIII. Otras Disposiciones:

1. No obstante el párrafo 4 del Anexo del Crédito Convertible a Moneda Nacional, a este Convenio, el Gobierno del país importador puede retener un monto de los ingresos devengados a favor de dicho país en concepto de la venta de productos financiados bajo este Convenio, igual al monto de los pagos del uso de fondos realizados por el Gobierno del país importador.
2. Los pagos del uso de fondos especificados en el Punto II 2 de esta Parte II serán efectuados en guaraníes al tipo de cambio aplicable según se especifica en la Parte I, Artículo III G de este Convenio en vigencia a la fecha de pago, y serán usados por el Gobierno del país exportador para el pago de sus obligaciones en el país importador. El interés pagado sobre el principal, a efectuarse mediante el uso de fondos, será pagado de conformidad con el párrafo 3 del Anexo a este Convenio relativo al Crédito Convertible a Moneda Nacional.

PARTE III – DISPOSICIONES FINALES

A. Este convenio podrá ser terminado por cualquiera de los Gobiernos mediante la notificación de terminación por uno de los Gobiernos al otro. Dicha terminación no reducirá las obligaciones financieras que el Gobierno del país importador haya contraído a la fecha de terminación.

B. Este convenio entrará en vigor en la fecha de su ratificación por parte del Gobierno del Paraguay y, al entrar en vigor, será efectivo desde la fecha de su firma.

EN FE DE LO CUAL, los representantes respectivos, debidamente autorizados para tal fin, firman el presente Convenio.

En Asunción, por duplicado, el día veintidos de marzo de mil novecientos setenta y uno.

POR EL GOBIERNO DE LOS
ESTADOS UNIDOS DE AMERICA

J RAYMOND YLITALO

J. Raymond Ylitalo
*Embajador Extraordinario
y Plenipotenciario*

POR EL GOBIERNO DEL
PARAGUAY

RAÚL SAPENA PASTOR

Raúl Sapena Pastor
Ministro de Relaciones Exteriores

JOSE ANTONIO MORENO GONZALEZ

Jose Antonio Moreno Gonzalez
Ministro de Industria y Comercio

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ANEXO, RELATIVO AL CREDITO CONVERTIBLE A MONEDA NACIONAL, AL ACUERDO ENTRE EL GOBIERNO DEL PARAGUAY Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA PARA LA VENTA DE PRODUCTOS AGRICOLAS

Con respecto a la venta de productos financiados en términos de crédito convertible a moneda nacional, se aplicarán las disposiciones siguientes:

1. Además de asumir el costo diferencial del transporte marítimo como se dispone en el inciso F del Artículo I, Parte I del presente Acuerdo, el Gobierno del país exportador financiará, a crédito, el saldo de los fletes del transporte marítimo de los productos que se requiera transportar en barcos de bandera de los Estados Unidos. El importe del transporte marítimo (calculado) incluido en cualquier tabla de productos que especifique los términos de crédito no comprende el costo diferencial de transporte marítimo que ha de asumir el Gobierno del país exportador y es solamente un cálculo de la cantidad que será necesaria para sufragar los costos de transporte marítimo que serán financiados, a crédito, por el Gobierno del país exportador. Si la cantidad calculada no es suficiente para cubrir tales costos, el Gobierno del país exportador proporcionará financiamiento adicional, a crédito, para cubrirlos.

2. Con respecto a los productos entregados cada año civil el capital que abarca el crédito (de aquí en adelante denominado el capital) consistirá en lo siguiente:

a. La cantidad en dólares desembolsada por el Gobierno del país exportador por concepto de los productos (sin incluirse los costos de transporte marítimo) menos cualquier porción del pago inicial pagadero al Gobierno del país exportador, y

b. Los costos del transporte marítimo financiados por el Gobierno del país exportador de conformidad con el párrafo 1 del presente Anexo (sin incluir el costo diferencial del transporte marítimo).

Este capital se pagará de acuerdo con el plan de pagos señalado en la Parte II del presente Acuerdo. El primer pago a plazos vencerá en la fecha que se indica en la Parte II del presente Acuerdo. Los pagos a plazos subsiguientes vencerán a intervalos de un año a partir de dicha fecha. Cualquier pago del capital podrá abonarse antes de la fecha de su vencimiento.

3. El interés sobre el saldo pendiente del capital adeudado al Gobierno del país exportador por los productos entregados en cada año civil conforme al presente Acuerdo comenzará a devengar en la fecha del desembolso en dólares por el Gobierno del país exportador. Tal interés se pagará anualmente comenzando un año después de la

fecha de la última entrega de productos en dicho año civil, excepto que si las cuotas a pagar por tales productos no venciesen en algún aniversario de la mencionada fecha de la última entrega, cualquier tal interés devengado a la fecha de vencimiento de la primera cuota se pagará en la misma fecha de vencimiento de la primera cuota y de ahí en adelante, el pago de los intereses se hará a las fechas de vencimiento de las subsiguientes cuotas de amortización. Para el periodo desde la fecha en que el interés comience hasta la fecha de vencimiento de la primera cuota, el interés se computará a la tasa inicial de interés especificada en la Parte II del presente Acuerdo. De ahí en adelante, el interés se computará a la tasa continua de interés especificada en la Parte II del presente Acuerdo.

4. El Gobierno del país importador depositará los ingresos devengados por concepto de la venta de productos financiados bajo el presente Acuerdo (al venderse en el país importador) en una cuenta especial a su nombre que se empleará con el propósito de retener únicamente los ingresos a los que se alude en este párrafo. Los retiros de fondos de esta cuenta se harán para los fines de desarrollo económico especificados en la Parte II del presente Acuerdo, de conformidad con procedimientos mutuamente satisfactorios para los dos Gobiernos. La cantidad total depositada conforme a este párrafo no será menor al equivalente, en moneda nacional, del desembolso en dólares por el Gobierno del país exportador en relación con el financiamiento de los productos, inclusive los costos de transporte marítimo de los mismos que no sea el costo diferencial del transporte marítimo. El tipo de cambio que se aplicará para computar este equivalente en moneda nacional será el mismo que emplea la autoridad central monetaria del país importador, o su agente autorizado, para vender divisas por moneda nacional en relación con la importación comercial de los mismos productos. Cualquier parte de tales ingresos devengados que el Gobierno del país importador conceda en préstamos a organizaciones particulares o no gubernamentales se prestará a una tasa de interés aproximadamente igual a la que se cobra por préstamos de la misma naturaleza en el país importador. El Gobierno del país importador proporcionará en la forma y en las oportunidades en que lo solicitare el Gobierno del país exportador, pero con una frecuencia no inferior a la anual, informes que contengan información pertinente relativa a la acumulación y al uso de estos ingresos, inclusive información relativa a los programas para los cuales se usan estos ingresos, y, cuando los ingresos se usen para préstamos, la tasa de interés que para préstamos comparables prevalece en el país importador.

5. El cómputo del pago inicial de conformidad con el inciso A del Artículo II Parte I de este Acuerdo y todos los cálculos de capital e intereses de conformidad con los párrafos números 2 y 3 de este anexo, se harán en dólares de los Estados Unidos.

6. Todos los pagos se harán en dólares de los Estados Unidos o, si el Gobierno del país exportador así optare,

a. Los pagos se harán en moneda nacional al tipo de cambio aplicable que se especifica en el inciso G del Artículo III, Parte I de este Acuerdo, en vigor en la fecha del pago y, a opción del Gobierno del país exportador serán convertidos en dólares de los Estados Unidos al mismo tipo de cambio, o usados por el Gobierno del país exportador para el pago de sus obligaciones en el país importador, o

b. Los pagos se harán en moneda de fácil conversión de terceros países a un tipo de cambio mutuamente convenido y serán usados por el Gobierno del país exportador para el pago de sus obligaciones.

AGREEMENT BETWEEN THE GOVERNMENT OF PARAGUAY AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of Paraguay and the Government of the United States of America,

RECOGNIZING the desirability of expanding trade in agricultural commodities between Paraguay (hereinafter referred to as the importing country) and the United States of America (hereinafter referred to as the exporting country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

TAKING into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

RECOGNIZING the policy of the exporting country to encourage developing countries to improve their own agricultural production, and to assist them in their economic development;

RECOGNIZING the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

DESIRING to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended¹ (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

¹ 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

PART I—GENERAL PROVISIONS**ARTICLE I**

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the

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importing country shall have no responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such an initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that proportion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Type of Financing

Sales of commodities specified in Part II shall be financed in accordance with the type of financing indicated therein, and special provisions relating to the sale are also set forth in Part II and in the applicable annex.

C. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates specified elsewhere in this agreement as follows:

1. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

2. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as the commodities financed under this agreement during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

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D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Item I, Part II of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this Article; and
4. statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purpose of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,
2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and
3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the

Government of the exporting country shall be a rate which is not less favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity as provided for in subsection 103(1) of the Act.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (Calendar Year)	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u> (1,000)
Wheat and/or wheat flour	1971	45, 000 [¹]	\$2, 900

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment - 5 percent
2. Currency Use Payment - 5 percent of the dollar amount of the financing by the Government of the exporting country under this agreement is payable upon demand by the Government of the exporting country, in amounts as it may determine and in

¹ grain equivalent [Footnote in the original.]

accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this agreement. No requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation under this agreement and final payment will be requested no later than 90 days after the final disbursement by the Commodity Credit Corporation under the agreement.

3. Number of Installment Payments – 26
4. Amount of Each Installment Payment – approximately equal annual amounts
5. Due Date of First Installment Payment – 5 years after the date of last delivery of commodities in each calendar year
6. Initial Interest Rate – 2 percent
7. Continuing Interest Rate – 3 percent.

ITEM III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u> (Calendar Year)	<u>Usual Marketing Requirement</u> (Metric Tons)
Wheat and/or wheat flour	1971	60,000 [¹]

ITEM IV. Export Limitations:

A. The export limitation period shall begin with the effective date of the agreement and end on the final date on which said commodities financed under this agreement are being received and utilized or at the end of the supply period, whichever is later.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as the commodities imported under this agreement are: for wheat—wheat and wheat flour.

ITEM V. Self-Help Measures:

A. Considering the recommendations of the Inter-American Committee on the Alliance for Progress (CIAP), and considering the commitments to CIAP contained in the Government's 1970 Letter of Intent, the Government of the importing country agrees to give continuing attention and support to the CIAP recommendation concerning increased resources directed towards education and to those fiscal recommendations concerning the systematic revision of the tax system including the pending income tax measure, the completion of the real estate revaluation program, and the reduction of unwarranted import duty exemptions. In addition, the Government of the importing country agrees to:

¹ grain equivalent
[Footnote in the original.]

1. Increase the amount of its resources directed toward the agricultural sector giving emphasis to effective policy and planning to assure adequate production incentives, production inputs at reasonable prices, agricultural credit, and marketing research and facilities.
2. Continue its efforts to seek passage of adequate legislation permitting the effective organization and development of agricultural cooperatives.
3. Stimulate the exports of agricultural products by giving greater emphasis to marketing research institutions such as the Export Promotion Center and its counterpart within the Ministry of Agriculture.
4. Continue to give major emphasis to the development of systems of collection, computation, and analysis of statistics to better measure the availability of agricultural inputs and progress in expanding production of agricultural commodities.
5. Continue its efforts to develop and approve a plan for the completion of the implementation of the accounting and budget reform laws.
6. Carry out such other measures as may be mutually agreed upon for the purposes specified in Section 109(a) of the Act.

B. The Government of Paraguay understands that the Food for Peace Act [1] requires the agreement to provide for termination whenever the Government of the United States of America finds that the self-help program described in the agreement is not being adequately developed and that the Government of the United States of America can terminate the agreement in such case under the termination clause.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to the Importing Country are to be Used:

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight Financing:

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

¹ 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

ITEM VIII. Other Provisions:

1. Notwithstanding paragraph 4 of the Convertible Local Currency Credit Annex to this agreement, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph so much of the proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of the currency use payments made by the Government of the importing country.
2. The currency use payments specified in Item II 2 of this Part II shall be made in Paraguayan guaranies at the applicable exchange rate specified in Part I, Article III G of this agreement in effect on the date of payment and shall be used by the Government of the exporting country for payment of its obligations in the importing country. Interest on principal paid by making the currency use payment shall be paid as provided in paragraph 3 of the Convertible Local Currency Credit Annex to this agreement.

PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force on the date of its ratification by the Government of Paraguay [¹] and, upon entry into force, shall be effective from the date of its signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Asuncion, in duplicate, this twenty second day of March, 1971.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

J RAYMOND YLITALO

J. Raymond Ylitalo
Ambassador

FOR THE GOVERNMENT OF
PARAGUAY

RAÚL SAPENA PASTOR

Raul Sapena Pastor
Minister of Foreign Affairs

JOSE ANTONIO MORENO GONZALEZ

Jose Antonio Moreno Gonzalez
*Minister of Industry
and Commerce*

¹ Nov. 19, 1971.

**CONVERTIBLE LOCAL CURRENCY CREDIT ANNEX TO THE
AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE GOVERNMENT
OF PARAGUAY FOR SALES OF AGRICULTURAL
COMMODITIES**

The following provisions apply with respect to the sales of commodities on convertible local currency credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year, the principal of the credit (hereinafter referred to as principal) will consist of:

a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and

b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in such calendar year, except that if the installment payments for these commodities are not due on some

anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

6. All payments shall be in United States dollars or, if the Government of the exporting country so elects,

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Govern-

ment of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

EUROPEAN SPACE RESEARCH ORGANIZATION

Satellite Telemetry/Telecommand Station Near Fairbanks, Alaska

Agreement amending and extending the agreement of November 28, 1966.

Effected by exchange of notes

Signed at Neuilly-sur-Seine and Paris February 21 and 23, 1972;

Entered into force February 23, 1972.

*The Director General, European Space Research Organization, to the
American Ambassador*

ORGANISATION EUROPÉENNE DE RECHERCHES SP
EUROPEAN SPACE RESEARCH ORGANISATION

DIRECTION CENTRALE
HEADQUARTERS
114, AVENUE CHARLES-DE-GAULLE
(92) NEUILLY-SUR-SEINE

JUR/5-5/DRK/LC/2181

NEUILLY, *le 21 Fév. 1972*

LE DIRECTEUR GÉNÉRAL

The Honourable ARTHUR K. WATSON
*Ambassador of the United States
Embassy of the United States of
America
2 avenue Gabriel
Paris 8e*

EXCELLENCY:

I have the honour to refer to recent discussions relating to the extension of the Agreement between the Government of the United States of America and the European Space Research Organisation effected by an exchange of notes of 28 November 1966, [1] concerning the establishment and operation of a satellite telemetry/telecommand station near Fairbanks, Alaska.

I have the honour to propose that the fourth sub-paragraph of paragraph II [2] of the Agreement shall be amended to read as follows:

¹ TIAS 6160; 17 UST 2219.

² Should read "paragraph 11".

"This Agreement shall continue in effect until 31st December 1973 and thereafter for periods of two years at a time. Either party may terminate the Agreement upon the expiry of any of the above periods, by giving one year's notice in writing to the other party, and the Agreement shall then terminate on the expiry of that period."

If this amendment is acceptable to your Government, I have the honour to propose that your reply to that effect and this note shall constitute an agreement effective on the date of your reply.

Please accept, Excellency, the assurances of my highest consideration.

A. HOCKER

A. Hocker
Director General

*The American Ambassador to the Director General, European Space
Research Organization*

EMBASSY OF THE UNITED STATES OF AMERICA

PARIS

February 23, 1972

DR. ALEXANDER HOCKER

Director General

European Space Research Organization

114, Avenue Charles-de-Gaulle

92 Neuilly-sur-Seine

DEAR DR. HOCKER:

I have the honor to refer to your note of February 21, 1972, relating to the extension of the agreement between the Government of the United States of America and the European Space Research Organization effected by an exchange of notes of November 28, 1966 concerning the establishment and operation of a satellite telemetry/telecommunication station near Fairbanks, Alaska.

The Amendment to the agreement proposed in your note is acceptable to my government and I agree that this reply and your note shall constitute an agreement effective on the date of this reply.

Sincerely,

ARTHUR K. WATSON

Arthur K. Watson

TIAS 7280

CANADA
Tracking Station

*Agreement effected by exchange of notes
Signed at Ottawa December 20, 1971, and February 23, 1972;
Entered into force February 23, 1972.*

*The American Ambassador to the Canadian Secretary of State for
External Affairs*

No. 197

OTTAWA, December 20, 1971

SIR:

I have the honor to refer to recent discussions between representatives of our two Governments concerning the establishment of a temporary space tracking facility for the specific purpose of providing telecommunications with manned and unmanned spacecraft in connection with Project Skylab, a manned space flight effort of the United States National Aeronautics and Space Administration (NASA). These discussions have resulted in the understandings set forth in the Annex to this Note covering the conditions which should govern the establishment and operation of such a facility.

If the Canadian Government concurs, I propose that this Note, together with the Annex hereto, and your reply to that effect, shall constitute an agreement between our two Governments to enter into force on the date of your reply, and remain in effect for three years and for such future periods as may be mutually agreed, unless terminated at any time by either Government upon ninety days written notice to the other Government.

Accept, Sir, the renewed assurances of my highest consideration.

ADOLPH W. SCHMIDT

Enclosure :
Annex.

The Honorable
MITCHELL SHARP, P.C.,
*Secretary of State
for External Affairs.
Ottawa.*

ANNEX

CONDITIONS TO GOVERN THE ESTABLISHMENT AND OPERATION OF A TEMPORARY MANNED SPACE FLIGHT SUPPORT FACILITY

The cooperation envisaged under this Agreement is to be conducted through a cooperating agency from each Government, which on the part of the United States Government will be the National Aeronautics and Space Administration and on the part of the Canadian Government will be the National Research Council.

1. Sites

The location and size of the facility required in Canada shall be a matter for mutual agreement by the cooperating agencies of the two Governments. The Canadian Government shall ensure, by leasing, or by acquiring title, that all lands required for the facility shall be available for the duration of the project.

2. Liaison Arrangements

The cooperating agencies of both Governments shall consult fully at all stages of facility site selection, construction and operation.

3. Construction

Procedures for accomplishing construction of the facility and for the procurement of construction equipment, construction supplies and related technical services shall be determined by agreement between the cooperating agencies of the two Governments.

4. Financing

(a) The cost of construction of the facility and of the provision and replacement of specialized equipment shall be the responsibility of the United States Government. Following construction of the facility, the operations and maintenance and other costs associated with the operation of the facility shall be borne by the United States Government.

(b) The land to be used by the United States Government for the facility shall be made available by the Canadian Government on a rent-free basis. All other expenses incurred by the Canadian Government prior to, or during construction, operation and termination of the facility shall be reimbursed to the Canadian Government by the United States Government.

5. Responsibility of the Government of the United States

(a) The United States Government shall be responsible for the property at the facility site (including land, buildings, chattels and

fixtures thereon) and for all matters of liability pertaining thereto related to its position as occupier during the operation of the facility.

(b) The United States Government shall remain responsible for the property including matters of liability as occupier during the period between the discontinuance of operation of the facility and the return of possession of the property to the Canadian Government.

(c) The United States Government shall be responsible for returning the property to its original state following the discontinuance of operation of the facility or to such state as may be otherwise agreed upon by the parties or by their respective cooperating agencies.

6. Ownership of Movable Property

The United States Government shall retain ownership of any removable property (including readily demountable structures) it provides. The United States Government shall have the right of removing or disposing of any such property at any time, but in any event shall remove or dispose of all such property as expeditiously as possible after the date upon which the operation of the facility has been discontinued. The disposal of United States excess property in Canada shall be carried out in accordance with the provisions of the Exchange of Notes of August 28, 1961, and September 1, 1961, [¹] between the Secretary of State for External Affairs and the United States Ambassador in Ottawa concerning the disposal of excess property.

7. Staffing

In view of the temporary nature of this facility and the short time available for the training of highly skilled technicians and engineers not previously experienced in the operation of a facility of this type, the facility will be manned primarily by United States personnel with augmentation as far as practicable by Canadian personnel.

8. Canadian Law

Nothing in this Agreement shall derogate from the application of Canadian law in Canada, except that, if in unusual circumstances its application may lead to unreasonable delay or difficulty in the construction of the facility, the United States authorities concerned may request the assistance of Canadian authorities in seeking appropriate alleviation. In order to facilitate the rapid and efficient construction of the facility, Canadian authorities will give sympathetic consideration to any such request submitted by the United States authorities.

9. Frequency Approval and Telecommunications

The Canadian cooperating agency will be responsible for arranging, through appropriate channels, for the assigning of frequencies and authority to establish the radio systems for the operation of the facility. Commercial communications systems will be used where prac-

¹ TIAS 4841 ; 12 UST 1228.

tical for communication between the facility and appropriate facilities in the United States. The cost of such services will be borne by the United States Government.

10. Scientific Information

The United States Government will inform the Canadian Government through the cooperating agencies of the program of scientific experimentation being conducted under the Skylab Project, and scientific data obtained by the station shall in like manner be made available to the Canadian Government on request. The facility can be used for independent scientific activity of the Canadian Government, it being understood that:

(a) such activities will be conducted so as not to conflict with the primary purpose of the facility, and

(b) any additional operating costs resulting from such independent activity will be borne by the appropriate Canadian authorities.

11. Definition of Term "United States Personnel"

For the purpose of this Agreement, the term "United States Personnel" shall mean NASA and NASA contractor personnel (including persons who are not United States citizens) engaged in or connected with United States activities at the facility, but excluding Canadian citizens and persons ordinarily resident in Canada.

12. Canadian Immigration and Customs Regulations

(a) Except as otherwise agreed, the direct entry of United States personnel from outside Canada shall be in accordance with Canadian customs and immigration procedures which will be administered by local Canadian officials designated by the Canadian Government.

(b) The Canadian Government will take the necessary steps to facilitate the admission into the territory of Canada of such United States personnel as may be assigned to visit or participate in the operation of the facility.

(c) The Canadian Government agrees to facilitate the entry into Canada of the material and equipment necessary in the pursuit of the activities covered by this Agreement.

13. Taxes

(a) The Canadian Government shall grant relief to the United States Government from all federal taxes and customs duties on material or equipment that is, or will become the property of the United States Government, and that is to be used in the construction, maintenance or operation of the support facility, provided that it is administratively and economically possible to determine the amount of taxes and duties applied to such material or equipment. In addition the Canadian Government shall grant remission of customs duties and federal excise taxes on material or equipment imported by or on behalf

of the United States Government specifically for its own use at the facility.

(b) The personal effects and goods, including automobiles, of United States personnel shall be brought into Canada free of import duties and taxes, provided that, except as authorized by the appropriate Canadian authorities, such personal effects and goods may not be disposed of in Canada by way of sale or gift or otherwise.

(c) Income derived by United States personnel from rendering services to the United States Government in Canada shall be deemed not to have been derived in Canada and shall be exempt from taxation in Canada, such income shall be deemed to be income in respect of services rendered in the discharge of governmental functions pursuant to Article VI(1)(a) of the Canada-United States of America Reciprocal Tax Convention. [1] Such personnel shall not be subject to Canadian tax in respect of income derived from sources outside of Canada.

(d) Where the legal incidence of any form of taxation in Canada depends upon residence or domicile, periods during which United States personnel are in Canada shall not be considered as periods of residence therein, or as creating a change of residence or domicile for the purposes of such taxation.

(e) Personal property which is situated in Canada solely because the United States personnel are in Canada shall, in respect of the holding by, transfer by reason of death to or by, or transfer to or by, such personnel be exempt from taxation under the laws of Canada relating to estate and gift duty.

14. Availability of Funds

It is understood that the ability of the cooperating agencies to implement this Agreement is subject to the availability of appropriated funds.

15. Supplementary Arrangements and Administrative Agreements

Supplementary arrangements or administrative agreements between the cooperating agencies of the two Governments may be made from time to time for purposes of implementing this Agreement.

¹ TS 983, TIAS 2347; 56 Stat. 1401; 2 UST 2235.

*The Canadian Secretary of State for External Affairs to the
American Ambassador*

DEPARTMENT OF EXTERNAL
AFFAIRS

MINISTÈRE DES AFFAIRES
EXTÉRIEURES

CANADA

No. ECS-27

OTTAWA, February 23, 1972

EXCELLENCY:

I have the honour to refer to your Note no. 197 of December 20, 1971, concerning the establishment of a temporary space tracking facility in Newfoundland in connection with Project Skylab.

I have the honour to state that the Government of Canada is prepared to accept the proposals set forth in your Note of December 20, 1971 and that your Note and this reply thereto, in both the English and French language, shall constitute an agreement between our two Governments on this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

MITCHELL SHARP

*Secretary of State for
External Affairs.*

His Excellency The Honourable

ADOLPH W. SCHMIDT

*Ambassador of the United States of America
Ottawa.*

French Text of the Canadian Note

DEPARTMENT OF EXTERNAL
AFFAIRS

MINISTÈRE DES AFFAIRES
EXTÉRIEURES

CANADA

N° ECS-27

OTTAWA, le 23 février 1972

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer à votre Note n° 197 du 20 décembre 1971, concernant la création à Terre-Neuve d'une installation temporaire de pistage spatial qui se rattacherait au Projet Skylab.

J'ai l'honneur de vous faire savoir que le Gouvernement du Canada est prêt à accepter les propositions énoncées dans votre Note du 20 décembre 1971, et que votre Note et la présente réponse, dans leurs

TIAS 7281

versions anglaise et française, constitueront un accord entre nos deux Gouvernements à ce sujet.

Veillez agréer, Monsieur l'Ambassadeur, les assurances renouvelées de ma très haute considération.

Secrétaire d'Etat
aux Affaires extérieures,
MITCHELL SHARP

Son Excellence l'honorable
ADOLPH W. SCHMIDT
Ambassadeur des Etats-Unis d'Amérique
Ottawa

REPUBLIC OF CHINA

Double Taxation: Earnings from Operation of Ships and Aircraft

Agreement effected by exchange of notes

Signed at Taipei February 8 and 26, 1972;

Entered into force February 26, 1972.

The American Ambassador to the Chinese Minister of Foreign Affairs

No. 1

TAIPEI, February 8, 1972

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of the Government of the United States of America and representatives of the Government of the Republic of China relating to the possibility of concluding an agreement between the two Governments with a view to granting, on a reciprocal basis, relief from double taxation on earnings derived from the operation of ships and aircraft. The Government of the United States of America agrees as follows:

1. The Government of the United States of America, in accordance with sections 872(b) and 883(a) of its Internal Revenue Code of 1954, shall, on the basis of equivalent exemptions granted by the Government of the Republic of China to citizens of the United States of America and to corporations organized in the United States of America, exclude from gross income and exempt from income tax all earnings derived

- (a) by a corporation organized in the Republic of China, or
- (b) by an individual who is
 - (i) a citizen of the Republic of China and
 - (ii) a nonresident alien as to the United States of America, from the operation of a ship or ships documented, and from the operation of aircraft registered, under the laws of the Republic of China.

2. For the purpose of this agreement:

- (a) The expressions "operation of a ship or ships" and "operation of aircraft" mean the business or enterprise, carried on by owners or charterers of a ship or ships, or of aircraft, as the case may be, of
 - (i) transporting persons, including the embarking and debarking of passengers, or

- (ii) transporting articles, mails, and other cargo, including the loading and unloading thereof, or
 - (iii) both (i) and (ii)
 - (b) the term "earnings" means income derived from the activities described in subparagraph (a) hereof, including the sale of tickets in the United States of America.
3. The exclusions and exemptions provided for in paragraph (1)
- (a) shall be accorded even though the corporation was resident in the United States of America by reason of engaging in trade or business therein at any time within the taxable year and even though the citizen was engaged in trade or business within the United States of America at any time within the taxable year, regardless of the activities constituting such trade or business;
 - (b) shall be applicable with respect to taxable years beginning on or after the first day of January 1971.
4. Either of the two Governments may terminate this agreement by giving to the other Government six months' prior notice of termination in writing and, in such event, the agreement shall cease to be effective for the taxable years beginning on or after the first day of January next following the expiration of the six-month period.

The Government of the United States of America will consider this note, together with your note of reply confirming that the Government of the Republic of China agrees to terms corresponding to those outlined above, as constituting the agreement between the two Governments, entering into force on the date of your reply note.

Accept, Excellency, the renewed assurances of my highest consideration.

WALTER P. McCONAUGHY

Walter P. McConaughy

His Excellency

CHOU SHU-K'AI,

*Minister of Foreign Affairs,
Taipei.*

定，於本復照之日起生效。

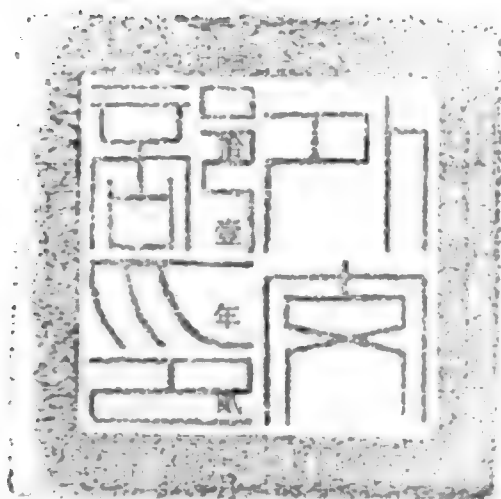
本部長順向

貴大使重申崇高敬意。

此致

美利堅合衆國駐中華民國特命全權大使馬康衛閣下

周書



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TIAS 7282

售。

三、第一項免予計入所得總額及免徵所得稅之規定：

(甲)對於課稅年度內任何時間，因經營貿易或商業曾在中華民國境內居住之法人，及在中華民國境內曾經營業或商業之公民，應準用之，而不論其構成貿易或商業之活動情形如何。

(乙)應適用於自一九七一年元月一日或其後開始之課稅年度。

四、任一方政府得於六個月前以書面通知他方政府終止本協定，在此情形下，本協定應於六個月期間終了之次年元月一日或在元月一日以後開始之課稅年度停止效力。

中華民國政府茲認為上述照會與本復照構成雙方政府間關於此事之協

頁 三 第

(2) 任何個人，其爲：

- (1) 美利堅合衆國之公民，及
- (2) 非在中華民國境內居住之外國人。

二、就本協定目的而言：

(甲) 「營運船舶」及「營運航空器」係指船舶或航空器所有人或租用人第

經營下列商業或企業：

頁 二 第

- (1) 運送旅客，包括旅客之載，卸，或

- (2) 運送物品、郵件及其他貨物，包括其裝、卸，或

- (3) 兼有(1)目與(2)目。

(乙) 「所得」係指本項(甲)款營業之收入，包括在中華民國境內票券之銷

The Chinese Minister of Foreign Affairs to the American Ambassador

第(一)條

逕復者：接准

貴大使閣下一九七二年二月八日照會，提及最近中華民國政府代表與美利堅合衆國政府代表舉行之會談，爲議訂兩國政府間之協定，俾在互惠基礎上，免除營運船舶及航空器之所得之雙重課稅事，中華民國政府瞭解美利堅合衆國政府同意上述照會中所列之若干條件。在同樣條件下，中華民國政府同意如下：

一、中華民國政府基於美利堅合衆國政府依上述照會同意給予之豁免，對於下列各人，營運依美利堅合衆國法令登記之船舶及航空器之所得，免于計入所得總額並免徵所得稅：

(甲)在美利堅合衆國成立之法人，或

第一頁

Translation

MINISTRY OF FOREIGN AFFAIRS

TAIPEI

February 26, 1972

No. Wai (61) T'iao-1-08823

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note dated February 8, 1972, in which reference is made to recent conversations between representatives of the Government of the Republic of China and representatives of the Government of the United States of America relating to the possibility of concluding an agreement between the two Governments with a view to granting, on a reciprocal basis, relief from double taxation on earnings derived from the operation of ships and aircraft. It is noted that the Government of the United States of America agrees to certain terms as outlined in that note. Reciprocally, the Government of the Republic of China agrees as follows:

1. The Government of the Republic of China shall, on the basis of the exemption granted by the Government of the United States of America in accordance with its agreement outlined in the above-mentioned note, exclude from gross income and exempt from income tax all earnings derived:

- (a) by a corporation organized in the United States of America, or
- (b) by an individual who is
 - (i) a citizen of the United States of America and
 - (ii) a nonresident alien as to the Republic of China, from the operation of a ship or ships documented, and from the operation of aircraft registered, under the laws of the United States of America.

2. For the purposes of this agreement:

- (a) The expressions "operation of a ship or ships" and "operation of aircraft" mean the business or enterprise, carried on by owners or charterers of a ship or ships, or of aircraft, as the case may be, of
 - (i) transporting persons, including the embarking and debarking of passengers, or
 - (ii) transporting articles, mails and other cargo, including the loading and unloading thereof, or
 - (iii) both (i) and (ii).
- (b) The term "earnings" means income derived from the activities described in subparagraph (a) hereof, including the sale of tickets in the Republic of China.

3. The exclusions and exemptions provided for in paragraph (1)

- (a) shall be accorded even though the corporation was resident in the Republic of China by reason of engaging in trade or business therein at any time within the taxable year and

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even though the citizen was engaged in trade or business within the Republic of China at any time within the taxable year, regardless of the activities constituting such trade or business;

- (b) shall be applicable with respect to taxable years beginning on or after the first day of January 1971.

4. Either of two Governments may terminate this agreement by giving to the other Government six months' prior notice of termination in writing and, in such event, the agreement shall cease to be effective for the taxable years beginning on or after the first day of January next following the expiration of the six-month period.

The Government of the Republic of China considers that your note above-mentioned, together with this note in reply, constitute the agreement between the two Governments, entering into force on the date of this note.

Accept, Excellency, the renewed assurances of my highest consideration.

CHOU SHU-K'AI

His Excellency WALTER P. McCONAUGHY,
*Ambassador Extraordinary and Plenipotentiary of the
United States of America,
Taipei.*

AFGHANISTAN

Technical Cooperation

***Agreement extending the agreement of June 30, 1953, as extended.
Effected by exchange of notes
Dated at Kabul December 28, 1971;
Entered into force December 28, 1971.***

*The American Deputy Chief of Mission to the Afghan Minister of
Foreign Affairs*

No. 107

KABUL, December 28, 1971

EXCELLENCY:

I have the honor to refer to the exchange of Notes dated June 7, 1971, and June 8, 1971, [¹] concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953, [²] as amended and extended. [¹]

I propose that Article IX of that Agreement, as amended, be further amended by substituting "June 30, 1972" for the date "December 31, 1971" in the two places where such date appears in the second sentence thereof.

If the foregoing proposal is acceptable to Your Excellency's Government, I have the honor to propose further that this Note and Your Excellency's Note in reply concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply and shall be deemed to have effect from December 31, 1971.

Accept, Excellency, the assurances of my highest consideration.

SWL

His Excellency
MOHAMMED MUSA SHAFIQ,
*Minister of Foreign Affairs,
Kabul.*

¹ TIAS 7156; 22 UST 1456.

² TIAS 2856; 4 UST 2012.

The Afghan Minister of Foreign Affairs to the American Ambassador

دخارجہ تہار وزارت

جلالتیاب عزیز

احتراما وصول نامہ شماره ۱۰۷ مورخہ ۲۸ دسامبر ۱۹۷۱
مطابق ۷ جدی ۱۳۵۰ جلالتیاب اسما را در مورد موافقتنامہ پروگرام همکاری
و تحقیکی کہ بتاريخ ۳۰ جون ۱۹۵۳ در کابل به امضا رسیدہ
است افغانستان مستخدم
پیشنہاد شما در بارہ تحدید مال و نعم موافقتنامہ مبنی بر تحدید
تاریخ آن از ۳۱ دسامبر ۱۹۷۱ الی ۳۰ جون ۱۹۷۲ ضرورت قبول است.
بدینوسیلہ موافقت حکومت یاد شامعی افغانستان را در زمینہ اظہار
داشتہ احترامات فایده را تجدید مہد ارم.

احمد یون شفیق
وزیر امور خارہ

کابل مورخہ ۷ جدی ۱۳۵۰

جلالتیاب رابرت نیومین
سفیر کبیر ایالات متحدہ امریکا
کابل.

*Translation*THE ROYAL GOVERNMENT OF AFGHANISTAN
MINISTRY OF FOREIGN AFFAIRS

DEAR EXCELLENCY:

I have the honor to acknowledge receipt of Note No. 107 dated December 28, 1971, corresponding to Jaddi 7, 1350 from Your Excellency concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953.

Your proposal to amend Article IX of the Agreement by extending its date from December 31, 1971 to June 30, 1972 is accepted.

I hereby express the agreement of the Royal Government of Afghanistan on this matter along with the assurance of my highest consideration.

MOHAMMED MUSA SHAFIQ

Mohammed Musa Shafiq
*Minister of Foreign Affairs*KABUL, *December 28, 1971*

His Excellency

ROBERT NEUMANN,
*American Ambassador,
Kabul.*

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EL SALVADOR

Trade in Cotton Textiles

*Agreement effected by exchange of notes
Signed at San Salvador April 19, 1972;
Entered into force April 19, 1972;
Effective April 1, 1972.*

*The American Ambassador to the Salvadoran Minister of Foreign
Affairs*

No. 153

SAN SALVADOR, April 19, 1972

EXCELLENCY:

I have the honor to refer to the Long-Term Arrangement Regarding International Trade in Cotton Textiles (hereinafter referred to as the Long-Term Arrangement), done in Geneva on February 9, 1962, as extended until September 30, 1973.¹ I also refer to recent discussions between our two Governments concerning the export of cotton textiles from El Salvador to the United States. As a result of these discussions, I have the honor to propose the following agreement relating to trade in cotton textiles between El Salvador and the United States.

1. The term of this agreement shall be from April 1, 1972 through March 31, 1977. During the term of this agreement the Government of El Salvador shall limit annual exports of cotton textiles from El Salvador to the United States to aggregate and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the 12-month period beginning April 1, 1972, the aggregate limit shall be 5.1 million square yards equivalent.

3. Within this aggregate limit, the following specific limits shall apply for the first agreement year:

Category	Quantity	Square Yards
1-4	260, 870 pounds	1, 200, 000
9	.	3, 000, 000
31	1, 436, 781 units	500, 000
61	84, 210 dozen	400, 000

4. Within the aggregate limit, each specific limit may be exceeded by not more than five percent.

¹ TIAS 5240, 6940; 13 UST 2672; 21 UST 1970.

5. Categories not given specific limits are subject to consultation levels and to the aggregate limit. In the event the Government of El Salvador wishes to permit exports to the United States in any category during any agreement year in excess of the applicable consultation level, the Government of El Salvador shall request consultations with the Government of the United States of America on this question and the Government of the United States of America shall enter into such consultations. Until agreement on a different level of exports is reached, the Government of El Salvador shall limit exports in the category in question to the consultation level. For the first agreement year, the consultation level for each category not given a specific limit shall be 500,000 square yards equivalent in categories 1-38 and category 64 and 350,000 square yards equivalent in categories 39-63.

6. The square yards equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit, subject to the provisions of paragraph 5, or for the purpose described in paragraph 4.

7. In the second and any succeeding agreement year, the level of exports permitted under each limitation in this agreement shall be increased by five percent of the corresponding level for the preceding agreement year, the latter level not to include any adjustments under paragraph 4 or 8.

8. (a) For any agreement year immediately following a year of shortfall (i.e., a year in which cotton textile exports from El Salvador to the United States were below the aggregate limit and any specific limit applicable to the category concerned) the Government of El Salvador may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable specific limit, and shall not exceed five percent of the aggregate limit applicable to the year of the shortfall;

(ii) In the case of shortfalls in categories subject to specific limits, the carryover shall be used in the same category in which the shortfall occurred, shall not exceed five percent of the specific limit applicable to the category in the year of the shortfall, and shall be in addition to the exports permitted by paragraph 4; and

(iii) In the case of shortfalls not attributable to categories subject to specific limits, the carryover shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 4 and shall be subject to the provisions of paragraph 5.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 4.

9. The Government of El Salvador shall use its best efforts to space exports from El Salvador to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

10. The Government of the United States of America shall promptly supply the Government of El Salvador with data on monthly imports of cotton textiles from El Salvador; and the Government of El Salvador shall promptly supply the Government of the United States of America with quarterly data on exports of cotton textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

11. In implementing this agreement, the system of categories and the rates of conversion into square yard equivalents listed in the annex hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

12. The Government of El Salvador and the Government of the United States of America agree to consult on any question arising in the implementation of this agreement.

13. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement, including differences in points of procedure or operation.

14. If the Government of El Salvador considers that, as a result of limitations specified in this agreement, El Salvador is being placed in an inequitable position vis-a-vis a third country, the Government of El Salvador may request consultation with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of this agreement.

15. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Long-Term Arrangement to request restraint on the export of cotton textiles from El Salvador to the United States.

16. The Government of the United States of America may assist the Government of El Salvador in implementing the limitation provisions of this agreement by controlling imports of cotton textiles covered by the agreement.

17. Either Government may terminate this agreement effective at the end of any agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If the foregoing proposal is acceptable to the Government of El Salvador, this note and Your Excellency's note of confirmation on behalf of the Government of El Salvador shall constitute an agreement between the Government of El Salvador and the Government of the United States of America.

Accept, Excellency, the renewed assurances of my highest consideration.

HENRY E. CATTO, JR.

His Excellency

WALTER BENEKE

Minister of Foreign Affairs

San Salvador

ANNEX A

Category Number	Description	Unit	Conversion Factor to Syds.
1	Cotton Yarn, carded, singles	Lb.	4.6
2	Cotton Yarn, carded, plied	Lb.	4.6
3	Cotton Yarn, combed, singles	Lb.	4.6
4	Cotton Yarn, combed, plied	Lb.	4.6
5	Gingham, carded	Syd.	Not required
6	Gingham, combed	Syd.	Not required
7	Velveteen	Syd.	Not required
8	Corduroy	Syd.	Not required
9	Sheeting, carded	Syd.	Not required
10	Sheeting, combed	Syd.	Not required
11	Lawns, carded	Syd.	Not required
12	Lawns, combed	Syd.	Not required
13	Voile, carded	Syd.	Not required
14	Voile, combed	Syd.	Not required
15	Poplin and Broadcloth, carded	Syd.	Not required
16	Poplin and Broadcloth, combed	Syd.	Not required
17	Typewriter ribbon cloth	Syd.	Not required
18	Print cloth, shirting type, 80x80 type carded	Syd.	Not required
19	Print cloth, shirting type, other than 80x80 type, carded	Syd.	Not required
20	Shirting, Jacquard or dobby, carded	Syd.	Not required
21	Shirting, Jacquard or dobby, combed	Syd.	Not required
22	Twill and sateen, carded	Syd.	Not required
23	Twill and sateen, combed	Syd.	Not required
24	Woven fabric, n.e.s., yarn dyed, carded	Syd.	Not required
25	Woven fabric, n.e.s., yarn dyed, combed	Syd.	Not required
26	Woven fabric, n.e.s., other, carded	Syd.	Not required
27	Woven fabric, n.e.s., other, combed	Syd.	Not required
28	Pillowcases, not ornamented, carded	Nos.	1.084
29	Pillowcases, not ornamented, combed	Nos.	1.084
30	Towels, dish	Nos.	.348
31	Towels, other	Nos.	.348
32	Handkerchiefs, whether or not in the piece	Doz.	1.66
33	Table damask and manufactures	Lb.	3.17
34	Sheets, carded	Nos.	6.2
35	Sheets, combed	Nos.	6.2
36	Bedspreads and quilts	Nos.	6.9
37	Braided and woven elastic	Lb.	4.6
38	Fishing nets and fish netting	Lb.	4.6
39	Gloves and mittens	Doz. prs.	3.527

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ANNEX A—Continued

Category Number	Description	Unit	Conversion Factor to Syds.
40	Hose and half hose	Doz. prs.	4.6
41	T-shirts, all white, knit, men's and boys'	Doz.	7.234
42	T-shirts, other knits	Doz.	7.234
43	Shirts, knit, other than T-shirts and sweat-shirts	Doz.	7.234
44	Sweaters and cardigans	Doz.	36.8
45	Shirts, dress, not knit, men's and boys'	Doz.	22.186
46	Shirts, sport, not knit, men's and boys'	Doz.	24.457
47	Shirts, work, not knit, men's and boys'	Doz.	22.186
48	Raincoats, $\frac{3}{4}$ length or longer, not knit	Doz.	50.0
49	Coats, other, not knit	Doz.	32.5
50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	Doz.	17.797
51	Trousers, slacks and shorts (outer) not knit, women's, girls' and infants'	Doz.	17.797
52	Blouses, not knit	Doz.	14.53
53	Dresses (including uniforms) not knit	Doz.	45.3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	Doz.	25.0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, housecoats, and dusters, not knit	Doz.	51.0
56	Undershirts, knit, men's and boys'	Doz.	9.2
57	Briefs and undershorts, men's and boys'	Doz.	11.25
58	Drawers, shorts and briefs, knit, n.e.s.	Doz.	5.0
59	All other underwear, not knit	Doz.	16.0
60	Pajamas and other nightwear	Doz.	51.96
61	Brassieres and other body supporting garments	Doz.	4.75
62	Wearing apparel, knit, n.e.s.	Lb.	4.6
63	Wearing apparel, not knit, n.e.s.	Lb.	4.6
64	All other cotton textiles	Lb.	4.6

The Salvadoran Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

REPUBLICA DE EL SALVADOR, C.A.

DIRECCION DE ASUNTOS AMERICANOS

A D7007

SAN SALVADOR, 19 de abril de 1972.

SEÑOR EMBAJADOR:

Tengo a honra avisar recibo de la atenta nota de Vuestra Excelencia No. 153, de 19 de abril de 1972, redactada en los siguientes términos:

"No. 153. Excelencia:— Tengo el honor de hacer mención al Acuerdo a Largo-Plazo Relativo al Comercio Internacional de Textiles de Algodón (en adelante denominado el Acuerdo a Largo-Plazo), hecho en Ginebra el 9 de febrero de 1962, y que se extiende

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hasta el 30 de septiembre de 1973. También, hago referencia a las discusiones sostenidas entre los dos Gobiernos, relativas a la exportación de textiles de algodón de El Salvador a los Estados Unidos. Como resultado de estas discusiones tengo el honor de proponer el siguiente acuerdo para el comercio de textiles de algodón entre El Salvador y los Estados Unidos.—1. La duración de este Acuerdo será desde el 1o. de abril de 1972 hasta el 31 de marzo de 1977. Durante el término de este Acuerdo el Gobierno de El Salvador limitará sus exportaciones anuales de textiles de algodón de El Salvador a los Estados Unidos a límites colectivos y específicos según niveles especificados en los párrafos siguientes.—2. Para el primer año del Acuerdo, que consiste en el período de doce meses comenzando el 1o. de abril de 1972, el límite colectivo será el equivalente de 5.1 millones de yardas cuadradas.—3. Dentro de este límite colectivo los siguientes límites específicos se aplicarán para el primer año del Acuerdo:

<u>Categoría</u>	<u>Cantidad</u>	<u>Yardas Cuadradas</u>
1-4	260. 870 libras	1. 200. 000
9		3. 000. 000
31	1, 436. 781 unidades	500. 000
61	84. 210 docenas	400. 000

4. Dentro del límite colectivo, cada límite específico no podrá exceder más del cinco por ciento.—5. Las categorías a las que no les han dado un límite específico están sujetas a niveles de consulta y al límite total. En caso de que el Gobierno de El Salvador desee permitir exportaciones a los Estados Unidos en cualquier categoría durante cualquier año del Acuerdo, que sean en exceso del nivel de consulta aplicable, el Gobierno de El Salvador solicitará consulta sobre este asunto al Gobierno de los Estados Unidos de América, y el Gobierno de los Estados Unidos de América aceptará la consulta. Hasta que se llegue a un acuerdo sobre el cambio en el nivel de exportación, el Gobierno de El Salvador limitará las exportaciones de la categoría en cuestión al nivel de consulta. Para el primer año del Acuerdo, el nivel de consulta para cada categoría que no se le ha dado un nivel específico será el equivalente de 500.000 yardas cuadradas en las categorías 1-38 y 64 de el equivalente de 350.000 en yardas cuadradas en las categorías 39-63.—6. El equivalente en yardas cuadradas de cualquier faltante que haya en las categorías que tienen límite específico se puede usar en cualquier categoría que no tenga límite específico, sujeto a lo previsto en el párrafo 5, o con el propósito descrito en el párrafo 4. —7. En el segundo o cualquier año subsiguiente del Acuerdo, el nivel de exportaciones permitido bajo cada limitación de este Acuerdo se aumentará en un cinco por ciento del nivel correspondiente al año anterior del Acuerdo, este último nivel no debe incluir ninguno de los ajustes bajo el párrafo 4 o el 8.8. (a) En cualquier año del Acuerdo, inmediatamente después de un año de faltantes (por ejemplo: un año en el cual la exportación de textiles de algodón

de El Salvador a los Estados Unidos fue menor que el límite total y cualquier límite aplicable a la categoría en cuestión) el Gobierno de El Salvador puede permitir exportar en exceso de esos límites pasándolos en las categorías y maneras siguientes:—(i) El traspaso no deberá exceder la cantidad faltante ya sea en el límite total o cualquier límite específico aplicable, y no deberá exceder el cinco por ciento del límite total aplicable al año en que hubo faltantes; —(ii) En el caso de faltantes en categorías sujetas a límites específicos, el traspaso se usará en la misma categoría en que hubo faltante, no excederá el cinco por ciento del límite específico aplicable a la categoría en el año de el faltante, y será en aumento a la exportación permitida en el párrafo 4;—(iii). En caso de que haya faltantes que no se pueda aplicar a las categorías sujetas a límites específicos, el traspaso no se podrá usar si excede cualquier límite específico aplicable excepto si se hace de acuerdo con las estipulaciones del párrafo 4 y estará sujeto a las disposiciones del párrafo 5.—(b) Los límites mencionados en el subpárrafo (a) de este párrafo no se arreglan bajo este párrafo o en el párrafo 4.—9. El Gobierno de El Salvador hará sus mejores esfuerzos para espaciar de una manera uniforme las exportaciones de El Salvador a los Estados Unidos dentro de cada categoría durante el año del Acuerdo, tomando en consideración los factores normales de la estación.—10. El Gobierno de los Estados Unidos de América proporcionará con prontitud al Gobierno de El Salvador los datos sobre la importación mensual de textiles de algodón de El Salvador; y el Gobierno de El Salvador proporcionará con prontitud al Gobierno de los Estados Unidos la información trimestral sobre la exportación de textiles de algodón hechas a los Estados Unidos. Cada Gobierno conviene en suministrar con prontitud cualquier otro dato estadístico pertinente que pueda ser obtenido fácilmente y sea solicitado por el otro Gobierno. 11. Al implementar este Acuerdo, serán aplicables el sistema de categorías y la tasa de conversión al equivalente en yardas cuadradas que aparecen en el anexo adjunto. En cualquier caso en el que la determinación de que un artículo es textil de algodón fuera afectada ya sea por el criterio provisto en el Artículo 9 del Acuerdo a Largo-Plazo, o el criterio contenido en el párrafo 2 del Anexo E del Acuerdo Largo-Plazo se aplicará el criterio principal de valor que usa el Gobierno de los Estados Unidos de América de acuerdo con el párrafo 2 del Anexo E.—12. El Gobierno de El Salvador y el Gobierno de los Estados Unidos de América convienen en consultar cualquier asunto que resulte en la implementación de este Acuerdo.—13. Se pueden hacer arreglos administrativos y reajustes que sean mutuamente satisfactorios para resolver problemas menores que resulten en la implementación de este Acuerdo, incluyendo diferencias en cuestiones de operación.—14. Si el Gobierno de El Salvador considera que, como resultado de las limitaciones especificadas en este Acuerdo, El Salvador está colocado en una posición que no es justa vis-a-vis de un tercer

país, el Gobierno de El Salvador puede solicitar consulta con el Gobierno de los Estados Unidos de América para que se tome una acción reparadora apropiada como sería una modificación razonable de este Acuerdo.—15. Mientras dure este Acuerdo, el Gobierno de los Estados Unidos de América no invocará los procedimientos del Artículo 3 del Acuerdo a Largo-Plazo para solicitar restricción alguna en la importación de textiles de algodón de El Salvador para los Estados Unidos.—16. El Gobierno de los Estados Unidos de América puede ayudar al Gobierno de El Salvador a implementar las estipulaciones de limitación de este Acuerdo controlando la importación de textiles de algodón cubiertas por este Acuerdo.—17. Cualesquiera de los Gobiernos puede dar por terminado este Acuerdo, con efecto al final de cualquier año del Acuerdo, por medio de un aviso por escrito para el otro Gobierno que será entregado por lo menos 90 días antes del final de ese año de Acuerdo. Cualesquiera de los Gobiernos puede proponer en cualquier momento la revisión de las condiciones de este Acuerdo. Si esta propuesta es aceptable para el Gobierno de El Salvador, esta nota y la nota de confirmación de su Excelencia en nombre del Gobierno de El Salvador, constituirá un Acuerdo entre el Gobierno de El Salvador y el Gobierno de los Estados Unidos de América.—Sírvase aceptar, Excelencia, las seguridades de mi más alta consideración."

En respuesta tengo el honor de expresar a Vuestra Excelencia que la propuesta contenida en su Nota, transcrita en el párrafo anterior, es aceptable para mi Gobierno, en consecuencia, el texto de la misma así como la presente Nota, constituyen un Acuerdo entre nuestros Gobiernos sobre el particular.

Me valgo de la ocasión para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

[SEAL]

W BENEKE

Excelentísimo Señor HENRY CATTO JR.
*Embajador de los Estados Unidos de
América,
Presente*

Translation

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF EL SALVADOR
BUREAU OF AMERICAN AFFAIRS

No. A D 7087

SAN SALVADOR, *April 19, 1972*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 153 of April 19, 1972, which reads as follows:

[For the English language text, see p. 140.]

In reply, I have the honor to inform Your Excellency that the proposal contained in the note transcribed above is acceptable to my Government, and that, consequently, that note and this note shall constitute an agreement between our Governments on this subject.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

[SEAL]

W BENEKE

His Excellency

HENRY CATTO, JR.,

*Ambassador of the United States of America,
San Salvador.*

DOMINICAN REPUBLIC

Agricultural Commodities

*Agreement signed at Santo Domingo February 14, 1972;
Entered into force February 14, 1972.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Dominican Republic have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III, and the Dollar Credit Annex of the Agreement signed March 31, 1970, ['] and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (United States Fiscal Year)	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u> (1,000)
Wheat/Wheat Flour	1972	105,000 metric tons	\$6, 829
Soybean and/or Cotton- seed Oil	1972	9,850 metric tons	2, 845
Tobacco, unmanu- factured and/or To- bacco Products	1972	1,000,000 pounds	1, 300
TOTAL			10,974

ITEM II. Payment Terms

Dollar Credit

1. Initial Payment - 5 percent.
2. Currency Use Payment - 5 percent of the dollar amount of the financing by the Government of the exporting country under this

¹ TIAS 6863; 21 UST 1069.

agreement is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Dollar Credit Annex applicable to this agreement. No request for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation under this agreement, and final payment will be requested no later than 90 days after either the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later.

3. Number of Installment Payments - 19.
4. Amount of Each Installment Payment - approximately equal annual amounts.
5. Due Date of First Installment Payment - 2 years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate - 2 percent.
7. Continuing Interest Rate - 3 percent.

ITEM III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u> (United States Fiscal Year)	<u>Usual Marketing Requirements</u>
Wheat/Wheat Flour	1972	5,000 metric tons.
Edible Vegetable Oil or Oilseeds	1972	3,150 metric tons (of which 2,950 metric tons shall be imported from the United States of America).
Tobacco, unmanufactured and/or Tobacco Products	1972	180 metric tons (all from the United States of America).

ITEM IV. Export Limitations:

- A. The export limitation period shall be United States Fiscal Year 1972 or such subsequent Fiscal Year in which commodities financed under this agreement are being imported and utilized.
- B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as the commodities imported under this agreement are for: wheat/wheat flour - wheat and wheat flour; and for soybean and/or cottonseed oil - soybean oil/soybeans and cottonseed oil/cottonseed.

ITEM V. Self-help Measures:

The Government of the importing country agrees:

To advance the comprehensive program in the agriculture sector which it has undertaken to increase production and marketing of

commodities for export and domestic consumption, to raise farm incomes and to improve rural living conditions, the GODR intends:

1. To continue to improve the collection, computation and analysis of agricultural data and statistics,
2. To continue improving the operations of agricultural sector institutions, and
3. To continue implementation of agricultural program outlined under the two-year plan by the Secretariat of Agriculture.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight Financing:

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in U.S. flag vessels but, notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

1. The currency use payment under Part II, Item II. 2. of this agreement shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until value of the currency use payment has been offset.
2. Notwithstanding paragraph 4 of the Dollar Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph or may withdraw from amounts deposited therein so much of the proceeds accruing to it from the sales of commodities financed under this agreement as is equal to the amount of the currency use payment made by the Government of the importing country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Santo Domingo, in duplicate, this fourteenth day of February, 1972.

FOR THE GOVERNMENT OF
THE UNITED STATES
OF AMERICA

FRANCIS E MELOY, Jr.

FOR THE GOVERNMENT OF
THE DOMINICAN REPUBLIC

J. BALAGUER

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DOMI- NICANA SOBRE LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana han acordado la venta de los productos agrícolas que se detallan a continuación:

Este Acuerdo consistirá del Preámbulo, Partes I y III y el Anexo sobre Crédito en Dólares del Acuerdo suscrito el 31 de marzo de 1970, así como de la parte II que sigue:

PARTE II - DISPOSICIONES ESPECIALES

PUNTO I. Tabla de Productos:

<u>Producto</u>	<u>Período de Entrega</u> (Año Fiscal de los EE. UU.)	<u>Cantidad Máxima Aproximada</u>	<u>Valor Máximo en el mercado de Exportación</u> (1,000)
Trigo/harina de trigo	1972	105, 000 T.M.	\$6, 820
Aceite de Soya y/o aceite de semillas de algodón	1972	9, 850 T.M.	2, 845
Tabaco no manufacturado y/o productos de tabaco	1972	1, 000, 000 lbs	1, 300
TOTAL			10, 974

PUNTO II. Condiciones de Pago

Crédito en Dólares

1. Pago inicial - 5 por ciento.
2. Pago en Moneda - 5 por ciento del valor en dólares del financiamiento por parte del Gobierno del país exportador bajo este acuerdo es pagadero a requerimiento del Gobierno del país exportador en las sumas que determine y conforme al párrafo 6 del Anexo sobre Crédito en Dólares que se aplica a este acuerdo. El Gobierno del país exportador no hará ninguna solicitud de pago antes del primer desembolso de la Commodity Credit Corporation bajo este acuerdo y el pago final se solicitará a más tardar 90 días después del desembolso final de la Commodity Credit Corporation bajo este acuerdo, o al término del período de abastecimiento, cualquiera que sea último.
3. Número de Pagos a Plazo - 19.
4. Suma de cada Pago a Plazo - sumas anuales aproximadamente iguales.
5. Fecha de Vencimiento del Primer Pago a Plazo - 2 años después de la última entrega de productos en cada año calendario.

6. Tasa Inicial de Interés - 2 por ciento.

7. Tasa Continua de Interés - 3 por ciento.

PUNTO III. Cuadro de Compras Normales en Mercados Comerciales:

<u>Producto</u>	<u>Período de Importación</u> (Año Fiscal de los E.E.U.U.)	<u>Requisitos de Compras en Mercados Comerciales</u>
Trigo/Harina de trigo	1972	5,000 toneladas métricas.
Aceite Vegetal Comestible o Semillas Oleaginosas	1972	3,150 toneladas métricas (de las cuales 2,950 toneladas métricas serán importadas de los Estados Unidos de América).
Tabaco no manufacturado y/o productos de tabaco	1972	180 toneladas métricas (Todo de Estados Unidos).

PUNTO IV. Limitaciones de Exportación

- A. El período de limitación de exportación será el Año Fiscal de Estados Unidos 1972, o el Año Fiscal posterior en que los productos financiados bajo este acuerdo se importen y se utilicen.
- B. Para fines de la Parte I, Artículo III A 3, de este acuerdo, los productos que se consideren ser iguales a los productos importados bajo este acuerdo son los siguientes: trigo/harina de trigo—trigo de harina de trigo; y aceite de soya y/o aceite de semilla de algodón—aceite soya/soya en grano y aceite de semilla de algodón/semilla de algodón.

PUNTO V. Medidas de Auto-Ayuda

El Gobierno del país importador acuerda:

Para desarrollar, dentro del sector agrícola, el amplio programa que está llevando a cabo con el fin de incrementar la producción y mercadeo de los productos de exportación y de consumo interno, elevar los ingresos de los agricultores y mejorar las condiciones de la vida rural. En apoyo a estos programas, el Gobierno de la República Dominicana se propone:

- (1) Seguir mejorando la recopilación, computación y análisis de los datos estadísticos agrícolas;
- (2) Continuar el proceso de mejoramiento operativo en las instituciones del sector agrícola, y
- (3) Seguir ejecutando el programa agrícola dispuesto en el plan de dos años de la Secretaría de Estado de Agricultura.

PUNTO VI. Fines de Desarrollo Económico en los cuales el Producto Acumulado a favor del País Importador habrá de Utilizarse:

Para los fines especificados en el Punto V y para otros fines de desarrollo económico que queden mutuamente convenidos.

TIAS 7285

PUNTO VII. Financiamiento de Fletes Marítimos

El Gobierno del país exportador cubrirá el costo de la diferencia en el flete marítimo sobre los productos que requiera ser transportados en buques de bandera estadounidense, pero no obstante las disposiciones del párrafo 1 del Anexo de Crédito en Dólares, no podrá financiar el saldo del costo de transporte marítimo de esos productos.

PUNTO VIII. Otras Disposiciones

(1) El pago en moneda señalado en la Parte II, Inciso II.2 de este acuerdo se acreditará (a) al monto del pago anual de interés adeudado durante el período anterior a la fecha de vencimiento del primer pago a plazo, comenzando el primer año, más (b) los pagos combinados del principal e interés comenzando con el primer pago a plazo, hasta que el valor del pago en moneda haya sido compensado.

(2) A pesar del párrafo 4 del Anexo sobre Crédito en Dólares, el Gobierno del país importador podrá dejar de depositar en la cuenta especial mencionada en ese párrafo, o podrá retirar de las sumas depositadas en la misma las sumas del producto que le corresponden por concepto de las ventas de los productos financiados bajo este acuerdo, que sean el equivalente del monto del pago en moneda realizado por el Gobierno del país importador.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados al efecto, han firmado este Acuerdo.

HECHO en Santo Domingo, en duplicado, el día catorce de febrero del año 1972.

POR EL GOBIERNO DE LOS
ESTADOS UNIDOS DE AMERICA

FRANCIS E MELOY, Jr.

POR EL GOBIERNO DE LA
REPUBLICA DOMINICANA

J. BALAGUER

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Bahamas Long Range Proving Ground: Transfer of Certain Areas to the United States Navy

*Agreement effected by exchange of notes
Signed at Nassau August 9, 1971, and February 17, 1972;
Entered into force February 17, 1972.*

The American Consul General to the Acting Governor of the Bahamas

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA,
NASSAU, August 9, 1971.

No. 100

EXCELLENCY:

I have the honor to advise you that as a result of changes in operational requirements and arrangements between the United States Air Force and Navy, the Air Force Auxiliary Airfield, Eleuthera, is being disestablished as an Air Force activity.

It is now proposed to transfer certain areas which were previously controlled by the U.S. Air Force and held by the United States Government under the Long Range Proving Ground Agreement signed July 21, 1950,^[1] to the U.S. Navy as part of the U.S. Naval Facility, Eleuthera, under the terms of the Agreement for the Establishment of Oceanographic Research Stations in the Bahama Islands, signed November 1, 1957.^[2] The tracts involved are listed and described in Attachment 1 (Metes and Bounds) and are shown in Attachment 2 (Real Estate Maps).^[3]

If the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that the present Note and attachments thereto, together with Your Excellency's reply in that sense, shall constitute an Agreement between the two Governments which shall enter into force on the date of Your Excellency's reply.

¹ TIAS 2099, 6308; 1 UST 545; 18 UST 1657.

² TIAS 3927, 4479; 8 UST 1741; 11 UST 1405.

³ The tract descriptions and the real estate maps are not reproduced in this print. They are deposited in the archives of the Department of State where they are available for reference.

Accept, Excellency, the renewed assurances of my highest consideration.

MONCRIEFF J. SPEAR

Attachments:

1. Metes and Bounds
2. Real Estate Maps

His Excellency

L. M. DAVIES, C.M.G., O.B.E.,
Acting Governor of the Bahamas,
Nassau.

The Deputy Governor of the Bahamas to the American Consul General

GOVERNMENT HOUSE
BAHAMAS.

Ref: 2/2/1F/2

17th February, 1972

SIR,

I have the honour to acknowledge the receipt of your Note No. 100 of the 9th August, 1971 which reads as follows:

"I have the honour to advise you that as a result of changes in operational requirements and arrangements between the United States Air Force and Navy, the Air Force Auxiliary Airfield, Eleuthera, is being disestablished as an Air Force activity.

It is now proposed to transfer certain areas which were previously controlled by the U.S. Air Force and held by the United States Government under the Long Range Proving Ground Agreement signed July 21, 1950, to the U.S. Navy as part of the U.S. Naval Facility, Eleuthera, under the terms of the Agreement for the Establishment of Oceanographic Research Stations in the Bahama Islands, signed November 1, 1957. The tracts involved are listed and described in Attachment 1 (Metes and Bounds) and are shown in Attachment 2 (Real Estate Maps).

If the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honour to propose that the present Note and attachments thereto, together with Your Excellency's reply in that sense, shall constitute an Agreement between the two Governments which shall enter into force on the date of Your Excellency's reply."

2. In reply I have the honour to inform you that the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland who therefore agree to your suggestion that your Note and the attachments to it together with this reply should be regarded as constituting an Agreement between

the two Governments in this matter which shall enter into force immediately.

I have the honour to be, Sir, Your obedient servant,

L. M. DAVIES

Deputy Governor

The United States Consul General,
United States Consulate,
Bay Street,
Nassau.

UNION OF SOVIET SOCIALIST REPUBLICS

Air Transport Services

Agreement amending the agreement of November 4, 1966, as amended.

Effected by exchange of notes

Dated at Washington March 17, 1972;

Entered into force March 17, 1972.

The Department of State to the Soviet Embassy

The Department of State refers the Embassy of the Union of Soviet Socialist Republics to the Civil Air Transport Agreement and the Supplementary Agreement thereto between the United States of America and the Union of Soviet Socialist Republics signed at Washington on November 4, 1966, as amended by an exchange of notes on May 6, 1968,¹ and wishes to propose that the Annex to the Civil Air Transport Agreement be temporarily suspended until March 31, 1973, and replaced until that time by the text appearing in the enclosure to this note.

If this proposal is acceptable to the Government of the Union of Soviet Socialist Republics, the Department of State proposes that this note and the Soviet Embassy's reply thereto constitute an agreement between the two parties concerning the amendment of the Civil Air Transport Agreement of November 4, 1966, as amended, which will enter into force on the date of the Embassy's reply.

B. R.

Enclosure :
Annex.

DEPARTMENT OF STATE,
WASHINGTON, *March 17, 1972.*

¹ TIAS 6135, 6489; 17 UST 1909, 1936; 19 UST 4848.

ANNEX

1. The Government of the Union of Soviet Socialist Republics entrusts the Ministry of Civil Aviation of the USSR with responsibility for the operation of the agreed services on the routes specified in Table I of this Annex, which in turn designates for this purpose the General Department of International Air Services (Aeroflot Soviet Airlines).

2. The Government of the United States of America designates Pan American World Airways, Inc., to operate the agreed services on the routes specified in Table II of this Annex.

3. Each designated airline shall have the following rights in the operation of the agreed services on the respective routes specified in Table I and II of this Annex:

(1) The right to land for technical and commercial purposes at the terminal point of the agreed route in the territory of the other Contracting Party, as well as to use alternative airports and flight facilities in that territory for these purposes;

(2) The right to discharge passengers, baggage, cargo and mail in the territory of the other Contracting Party, but without the right to discharge passengers, baggage, cargo and mail coming from any intermediate point in a third country on the given route, except for passengers and their accompanied baggage which have been disembarked at that intermediate point by the designated airline and subsequently re-embarked during the validity of the ticket (but in no event later than one year from the date of disembarkation) and which are moving under a passenger ticket and baggage check providing for transportation on scheduled flights on each segment of the route between the two Contracting Parties; and

(3) The right to pick up passengers, baggage, cargo and mail in the territory of the other Contracting Party, but without the right to pick up passengers, baggage, cargo and mail destined for any intermediate point in a third country on the given route, except for passengers and their accompanied baggage which are to be disembarked at that intermediate point and subsequently re-embarked by the designated airline during the validity of the ticket (but in no event later than one year from the date of disembarkation) and which are moving under a passenger ticket and baggage check providing for transportation on scheduled flights on each segment of the route between the two Contracting Parties.

4. In addition to the rights specified in paragraph 3 above, each designated airline shall have the right, subject to paragraph 5 below, to pick up and discharge passengers, baggage, cargo and mail in the territory of the other Contracting Party which are to be discharged or have been picked up at any intermediate point in a third country on the given route.

TIAS 7287

5. Each designated airline may operate up to two roundtrip flights per week. The designated airline of the United States may exercise the right specified in paragraph 4 above on both these flights. The designated airline of the Soviet Union may exercise the right specified in paragraph 4 above on one of these flights.

6. The intermediate points referred to in Table I of this Annex shall be any two of the following: Amsterdam, Copenhagen, Paris, London, and Montreal; and the intermediate points referred to in Table II shall be any two of the following: London, Amsterdam, Frankfurt, Copenhagen, and Brussels. At the beginning of the 1972 summer traffic season and the 1972/73 winter traffic season, each designated airline may change from one combination of two intermediate points to another combination of two intermediate points for that season. No more than one intermediate point may be served on each flight. The intermediate point or points may, at the option of each designated airline, be omitted on any or all flights.

AGREED SERVICES

Table I

For the Union of Soviet Socialist Republics:

Moscow to New York and return, via the intermediate points listed in paragraph 6 of the Annex. Technical stops will be limited to those listed in Article II of the Supplementary Agreement, as amended.

Table II

For the United States of America:

New York to Moscow and return, via the intermediate points listed in paragraph 6 of the Annex. Technical stops will be limited to those listed in Article II of the Supplementary Agreement, as amended.

The Soviet Embassy to the Department of State

ПОСОЛЬСТВО

СОЮЗА СОВЕТСКИХ

СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

№ 13

Посольство Союза Советских Социалистических Республик в Соединенных Штатах Америки, ссылаясь на ноту Государственного Департамента с Приложением к ней от 17 марта 1972 года, по поручению Правительства СССР, сообщает о согласии Советской стороны рассматривать ноту Государственного Департамента с Приложением к ней и настоящий ответ на нее Посольства как договоренность между Сторонами об изменении Соглашения о воздушном сообщении и Дополнительного Соглашения к нему от 4 ноября 1966 года с внесенными в него поправками путем обмена нот от 6 мая 1968 года.

Эта договоренность вступает в силу сегодня.

г.Вашингтон, "/7 " марта 1972 года.

В ГОСУДАРСТВЕННЫЙ ДЕПАРТАМЕНТ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ

г.Вашингтон

T1A8 7287

Translation

EMBASSY OF THE UNION OF
SOVIET SOCIALIST REPUBLICS

No. 13

The Embassy of the Union of Soviet Socialist Republics in the United States of America, referring to the Department of State's note of March 17, 1972 with Annex thereto, communicates, upon instructions from the Government of the Union of Soviet Socialist Republics, that the Soviet side agrees to consider the Department of State's note and Annex thereto and this reply of the Embassy as constituting an agreement between the parties concerning the amendment of the Civil Air Transport Agreement and the Supplementary Agreement of November 4, 1966, as amended by the exchange of notes of May 6, 1968.

This agreement shall enter into force today.

WASHINGTON, D.C., *March 17, 1972*

A.D.

DEPARTMENT OF STATE,
UNITED STATES OF AMERICA,
Washington, D.C.

MOROCCO

Agricultural Commodities

Agreement amending the agreement of August 18, 1971.

Effectuated by exchange of notes

Dated at Rabat March 2, 1972;

Entered into force March 2, 1972.

The American Embassy to the Moroccan Ministry of Foreign Affairs

No. 118

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Kingdom of Morocco and has the honor to refer to the Ministry's Note No. DCEC/1/2449, dated October 21, 1971, requesting additional wheat under Title I, Public Law 480, [¹] and to the PL-480 Agreement signed by Morocco and the United States on August 18, 1971. [²]

The Embassy now has authorization from the Department of State to amend the August 18, 1971, PL-480 Agreement, to provide an additional 100,000 metric tons of wheat and/or wheat flour prior to June 30, 1972. Therefore, the Embassy proposes that:

Part II, Item I, Commodity Table of the August 18, 1971 Agreement be amended as follows:

<u>Commodity</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value (\$1,000)</u>
A. Dollar Credit Terms		
Wheat/wheat flour	125, 000	\$7, 560
Subtotal		15, 488
B. Convertible Local Currency Credit Terms		
Wheat/wheat flour	125, 000	7, 560
Subtotal		15, 488
	TOTAL	\$30, 976

¹ 80 Stat. 1526; 7 U.S.C. § 1701 et seq.

² TIAS 7176; 22 UST 1552.

All other terms and conditions of the August 18, 1971 Agreement remain unchanged.

If the foregoing proposal is acceptable to the Government of Morocco, the Embassy proposes that this Note and the Ministry's Note concurring therein shall constitute an Agreement between the two Governments to enter into force on the date of the responding Note from the Ministry of Foreign Affairs.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA

RABAT, March 2, 1972

The Moroccan Ministry of Foreign Affairs to the American Embassy

ROYAUME DU MAROC
MINISTÈRE
DES AFFAIRES ÉTRANGÈRES
DIVISION
DES AFFAIRES ÉCONOMIQUES

N° D.C.E.C./1/EC 30/72

RABAT, le 2 mars 1972

Le Ministère des Affaires Étrangères présente ses compliments à l'Ambassade des États-Unis d'Amérique à Rabat et a l'honneur d'accuser réception de sa note n° 118 dont la traduction non-officielle est libellée comme suit :

"L'Ambassade des États-Unis d'Amérique présente ses compliments au Ministère des Affaires Étrangères du Royaume du Maroc et a l'honneur de se référer à la note du Ministère n° DCEC/1/2449 du 21 Octobre 1971 sollicitant un supplément de blé aux termes du titre I, Public Law 480, ainsi qu'à l'accord PL-480 signé le 18 Août 1971 par le Maroc et les États Unis.

L'Ambassade a maintenant l'autorisation du Département d'Etat d'amender l'Accord PL 480 du 18 août 1971 pour la fourniture de 100.000 tonnes métriques supplémentaires de blé et de farine de blé avant le 30 juin 1972. En conséquence l'Ambassade propose de modifier comme suit la Partie II, Article I de la Table des Produits du 18 août 1971 :

<u>Produit</u>	<u>Quantité Approximative Maximum</u>	<u>Valeur Maximum du Marché à l'Exportation (\$1 000)</u>
A. Termes du crédit en Dollars		
Blé/farine de blé	125. 000	\$7. 560
Total partiel		15. 488
B. Termes du crédit en monnaie locale convertible		
Blé/farine de blé	125. 000	\$7. 560
Total partiel		15. 488
TOTAL		\$30. 976

Tous les autres termes et conditions de l'Accord du 18 août 1971 restent inchangés.

Si la proposition qui précède est acceptable pour le Gouvernement Marocain, l'Ambassade propose que la présente note et la note du Ministère donnant son agrément à ce sujet constituent un accord entre les deux Gouvernements, accord qui entrera en rigueur à la date de la réponse par note du Ministère des Affaires Etrangères.

L'Ambassade des Etats-Unis d'Amérique saisit cette occasion pour renouveler au Ministère des Affaires Etrangères les assurances de sa très haute considération."

Le Ministère confirme à l'Ambassade, par la présente note, l'accord du Gouvernement marocain sur ce qui précède.

Le Ministère des Affaires Etrangères saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique à Rabat l'assurance de sa haute considération.



**AMBASSADE DES ETATS-UNIS
D'AMÉRIQUE
Rabat**

Translation

**KINGDOM OF MOROCCO
MINISTRY
OF FOREIGN AFFAIRS
DIVISION
OF ECONOMIC AFFAIRS**

No. D.C.E.C/1/EC 30/72

RABAT, March 2, 1972

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America at Rabat and has the honor

TIAS 7288

to acknowledge receipt of its note No. 118, of which the unofficial translation reads as follows:

[For the English language text, see p. 163.]

By this note the Ministry informs the Embassy of the Moroccan Government's acceptance of the foregoing proposal.

The Ministry of Foreign Affairs takes this occasion to renew to the Embassy of the United States of America at Rabat the assurances of its high consideration.

[SEAL]

[Initialed]

EMBASSY OF THE UNITED STATES
OF AMERICA,
Rabat.

MULTILATERAL

Atomic Energy: Application of Safeguards Pursuant to the Non-Proliferation Treaty

Protocol suspending the agreement of February 29, 1968.

Signed at Vienna March 1, 1972;

Entered into force March 1, 1972.

PROTOCOL SUSPENDING THE AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOV- ERNMENT OF THE KINGDOM OF DENMARK AND THE GOV- ERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS AND PROVIDING FOR THE APPLICATION OF SAFEGUARDS PURSUANT TO THE NON- PROLIFERATION TREATY

The International Atomic Energy Agency (hereinafter referred to as the "Agency"), the Government of the Kingdom of Denmark, and the Government of the United States of America;

RECOGNIZING that the Agency has been applying safeguards in accordance with the provisions of the Agreement between the International Atomic Energy Agency, the Government of the Kingdom of Denmark, and the Government of the United States of America for the Application of Safeguards signed on 29 February 1968 [¹] (hereinafter referred to as the "Safeguards Transfer Agreement") to materials, equipment and facilities required to be safeguarded under the Agreement for Cooperation between the Government of the United States of America and the Government of the Kingdom of Denmark concerning Civil Uses of Atomic Energy signed on 25 July 1955, as amended [²] (hereinafter referred to as the "Agreement for Cooperation") to ensure, so far as it is able that they will not be used in such a way as to further any military purpose;

RECOGNIZING that the Government of the Kingdom of Denmark as a non-nuclear-weapon State party to the Treaty on the Non-Proliferation of Nuclear Weapons [³] (hereinafter referred to as the "Treaty") has concluded with the Agency an Agreement for the Application of Safeguards (hereinafter referred to as the "Treaty Safeguards Agreement") pursuant to paragraph 1 of Article III of the Treaty;

RECOGNIZING that, if the Kingdom of Denmark should become a Member of the European Communities, the Treaty Safeguards Agree-

¹ TIAS 6459; 19 UST 4039.

² TIAS 3209, 3758, 4093, 6538; 6 UST 2629; 8 UST 191; 9 UST 1129; 19 UST 5818.

³ TIAS 6839; 21 UST 483.

ment might be supplanted by an Agreement entered into by the Kingdom of Denmark together with other Member States of the Communities pursuant to Article III of the Treaty (hereinafter referred to as the "Supplanting Agreement");

RECOGNIZING that Article 23 of the Treaty Safeguards Agreement provides for the suspension of Agency safeguards applied pursuant to other safeguards agreements with the Agency;

RECOGNIZING that under Article VII of the Agreement for Cooperation the Government of the Kingdom of Denmark has guaranteed that no source or special nuclear material received by the Government of the Kingdom of Denmark or any person under its jurisdiction from the United States of America, or utilized in, recovered from, or produced in, the items listed in paragraph B(2) of Article VI of the Agreement for Cooperation will be employed for any military purpose;

Have agreed:

1. The Treaty Safeguards Agreement or the Supplanting Agreement shall be applied as therein provided and the Safeguards Transfer Agreement shall be deemed to be suspended during the time and to the extent that the Treaty Safeguards Agreement, or the Supplanting Agreement, is in force and safeguards specified in the Treaty Safeguards Agreement or the Supplanting Agreement are being applied by the Agency.

2. In the event that the Government of the Kingdom of Denmark intends to exercise its discretion in accordance with Article 14 of the Treaty Safeguards Agreement, or a comparable provision in the Supplanting Agreement, to use any nuclear material required to be safeguarded under that Agreement in a military activity not proscribed by the Treaty, the Government of the Kingdom of Denmark will satisfy the Agency and the Government of the United States of America that such material is not subject to the guarantees made to the Government of the United States of America by the Government of the Kingdom of Denmark in Article VII of the Agreement for Cooperation, and that no materials, equipment or facilities transferred from the United States of America to the Kingdom of Denmark under the Agreement for Cooperation are involved in such use.

DONE in Vienna, this First day of March 1972, in triplicate in the English language.

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

FOR THE GOVERNMENT OF THE KINGDOM OF DENMARK:

H. H. KOCH

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

T KEITH GLENNAN

[SEAL]

TIAS 7289

MULTILATERAL

Atomic Energy: Application of Safeguards Pursuant to the Non-Proliferation Treaty

Protocol suspending the agreement of June 15, 1964.

Signed at Vienna March 1, 1972;

Entered into force March 1, 1972.

PROTOCOL SUSPENDING THE AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOV- ERNMENT OF THE KINGDOM OF GREECE AND THE GOV- ERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS AND PROVIDING FOR THE APPLICATION OF SAFEGUARDS PURSUANT TO THE NON- PROLIFERATION TREATY

The International Atomic Energy Agency (hereinafter referred to as the "Agency"), the Kingdom of Greece, and the United States of America;

RECOGNIZING that the Agency has been applying safeguards in accordance with the provisions of the Agreement between the International Atomic Energy Agency, the Government of the Kingdom of Greece, and the Government of the United States of America for the Application of Safeguards signed on 15 June 1964 [¹] (hereinafter referred to as the "Safeguards Transfer Agreement") to materials, equipment and facilities required to be safeguarded under the Agreement for Co-operation between the Government of the United States of America and the Government of the Kingdom of Greece concerning Civil Uses of Atomic Energy signed on 4 August 1955, as amended [²] (hereinafter referred to as the "Agreement for Co-operation"), to ensure so far as it is able that they will not be used in such a way as to further any military purpose;

¹ TIAS 5952; 17 UST 25.

² TIAS 3310, 4837, 5250, 5251, 6478, 6853; 6 UST 2635; 12 UST 1207; 13 UST 2874, 2876; 10 UST 4785; 21 UST 836.

RECOGNIZING that the Kingdom of Greece, as a non-nuclear-weapon State Party to the Treaty on the Non-Proliferation of Nuclear Weapons [1] (hereinafter referred to as the "Treaty"), has concluded with the Agency an Agreement for the Application of Safeguards (hereinafter referred to as the "Treaty Safeguards Agreement") pursuant to paragraph 1 of Article III of the Treaty;

RECOGNIZING that Article 23 of the Treaty Safeguards Agreement provides for the suspension of Agency safeguards applied pursuant to other safeguards agreements with the Agency;

RECOGNIZING that under Article VII of the Agreement for Co-operation the Government of the Kingdom of Greece has guaranteed that no material including equipment and devices transferred to the Government of the Kingdom of Greece or authorized persons under its jurisdiction from the United States of America pursuant to the Agreement for Co-operation and no special nuclear material produced through the use of such material, equipment or devices will be used for any military purpose;

Have agreed:

1. The Treaty Safeguards Agreement shall be applied as therein provided and the Safeguards Transfer Agreement shall be deemed to be suspended during the time and to the extent that safeguards specified in the Treaty Safeguards Agreement are being applied by the Agency.
2. In the event that the Kingdom of Greece intends to exercise its discretion in accordance with Article 14 of the Treaty Safeguards Agreement to use any nuclear material required to be safeguarded under that Agreement in a military activity not proscribed by the Treaty, the Government of the Kingdom of Greece will satisfy the Agency and the Government of the United States of America that such material is not subject to the guarantees made to the Government of the United States of America by the Government of the Kingdom of Greece in Article VII of the Agreement for Co-operation, and that no materials, equipment or facilities transferred from the United States of America to the Kingdom of Greece under the Agreement for Co-operation are involved in such use.
3. This Protocol shall be signed by or for the Director General of the Agency and by the authorized representatives of the Kingdom of Greece and of the United States of America and shall enter into force upon signature by or for the Director General and by the authorized representatives of Greece and the United States.

¹ TIAS 6839; 21 UST 483.

DONE in Vienna, this first day of March 1972, in triplicate in the English language.

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

FOR THE GOVERNMENT OF THE KINGDOM OF GREECE:

M D ALEXANDRAKIS

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

T KEITH GLENNAN

[SEAL]

TIAS 7290

MEXICO

Trade: Strawberries

*Agreement effected by exchange of notes
Signed at México and Tlatelolco February 28, 1972;
Entered into force February 28, 1972.*

The American Ambassador to the Mexican Secretary of Foreign Relations

No. 241

MEXICO, D.F., February 28, 1972

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation from Mexico into the United States of frozen strawberries, and strawberry paste and pulp during the calendar year 1972.

It is my understanding that these discussions have resulted in the following agreement:

1. The Government of Mexico shall limit exports of the commodities covered by this agreement so that for the calendar year 1972, the total quantity of these commodities entered, or withdrawn from warehouse in the United States, for consumption, will not exceed 82 million pounds for frozen strawberries (TSUS item 146.7520), and strawberry paste and pulp (TSUS item 152.7420), combined.

2. The Government of the United States of America may limit imports of such commodities of Mexican origin during calendar year 1972 through issuance of regulations governing the entry, or withdrawal from warehouse, of such commodities for consumption, provided that such regulations shall not limit imports to less than the quantity specified in paragraph 1 of this agreement and shall not be employed to govern the timing of entry, or withdrawal from warehouse, of such commodities for consumption.

3. The Government of the United States of America shall separately report commodities of the type covered by this agreement that are rejected as unacceptable for human consumption under United States inspection standards, and such rejected commodities shall not be regarded as part of the quantity described in paragraph 1.

4. The Government of the United States of America and the Government of Mexico shall consult promptly upon the request of

either Government regarding any matter involving the application, interpretation, or implementation of this agreement.

5. To enable both Governments to follow progress under this agreement:

(A) The Government of the United States of America shall provide the Government of Mexico as soon as possible after the end of each month a statement of the quantity of commodities covered by this agreement imported to that time—

and

(B) The Government of the United States of America and the Government of Mexico, at the request of either Government, shall exchange information regarding production and marketing of frozen strawberries and strawberry pulp and paste, including importation of such commodities from countries other than Mexico into the United States.

6. If the Government of Mexico considers that as a result of limitations specified in this agreement, imports into the United States from Mexico are being placed in an inequitable position vis-a-vis imports from a third country, it may request consultations with the Government of the United States of America with a view to considering appropriate remedial action.

7. In the event of renewal of the present agreement or conclusion of a new agreement extending for a further period a limit on exports from Mexico to the United States of the commodities covered by the present agreement, the limit for such items shall not be less than the limit specified in paragraph 1 of this agreement, provided that total consumption in the United States of frozen strawberries and strawberry paste and pulp during the calendar year 1972 was not less than such consumption during the immediately preceding twelve-month period.

8. The Government of Mexico reserves the right to terminate this agreement upon ten days prior written notice in the event that:

(A) The rates of duty applied by the United States of America on imports of frozen strawberries and strawberry paste and pulp from Mexico are increased above the rates in effect on the date of this agreement, OR

(B) Non-tariff barriers are introduced that adversely affect importation into the United States of America of commodities covered by this agreement. It is agreed that health and sanitary regulations of the United States of America are not considered to be non-tariff barriers.

If the foregoing conforms to the understanding of the Government of Mexico, this note and Your Excellency's confirmatory reply shall constitute an agreement between our two Governments, which shall enter into force on the date of your reply.

TIAS 7201

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT H. McBRIDE

His Excellency

Licenciado EMILIO O. RABASA,
Secretary of Foreign Relations,
Tlatelolco, D.F.

The Mexican Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE
RELACIONES EXTERIORES
MEXICO

11-16

TLATELOLCO, D. F., 28 de febrero de 1972.

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo a Vuestra Excelencia de su atenta Nota 241 fechada el día de hoy, cuya versión en español es la siguiente:

"Tengo el honor de referirme a las pláticas entre representantes de nuestros dos Gobiernos sobre la importación de México a los Estados Unidos de fresa congelada, pasta y pulpa de fresa durante el año calendario 1972.— Es de mi entender que estas conversaciones han dado como resultado el siguiente convenio: 1. El Gobierno de México limitará las exportaciones de los productos incluidos en este convenio de manera que para el año calendario 1972, la cantidad total combinada de estos productos que entren o salgan de almacenes en los Estados Unidos, para el consumo, no excederán de 82 millones de libras de fresas congeladas (TSUS item 146.7520), y pasta y pulpa de fresa (TSUS item 152,7420).— 2. El Gobierno de los Estados Unidos de América podrá limitar las importaciones de tales productos de origen mexicano durante el año calendario 1972, mediante la emisión de reglamentos sobre la entrada o salida de los almacenes hacia el consumo, a condición que tales reglamentos no limiten las importaciones a menos de la cantidad especificada en el párrafo uno de este convenio y que no sean empleados para regular la fecha de entrada de ingreso o retiro del almacén de tales productos para el consumo.— 3. El Gobierno de los Estados Unidos de América informará separadamente sobre los productos básicos cubiertos por este convenio que se rechacen como no aceptables para el consumo humano, conforme a las normas de inspección de los Estados Unidos por lo que, dichos productos básicos rechazados no podrán considerarse como parte de las cantidades descritas en el párrafo uno. 4. El Gobierno de los Estados Unidos de América y el Gobierno de México, celebrarán consultas tan

TIAS 7291

pronto como sean solicitadas por cualquiera de los dos Gobiernos sobre cualquier asunto relativo a la aplicación, interpretación, o implementación de este convenio.— 5. Para permitir a ambos Gobiernos estar al tanto del progreso de este convenio: A) El Gobierno de los Estados Unidos de América proporcionará al Gobierno de México tan pronto sea posible después del fin de cada mes, una declaración de las cantidades importadas hasta ese momento, de los productos básicos cubiertos por este convenio.— B) El Gobierno de los Estados Unidos de América y el Gobierno de México a solicitud de cualquiera de ellos, intercambiará información sobre la producción y comercialización de fresas congeladas y de la pasta y pulpa de fresa, incluyendo la importación de dichos productos a los Estados Unidos, tanto de México como de otros países.— 6. Si el Gobierno de México considera que, como resultado de las limitaciones especificadas en este convenio, las importaciones de México a los Estados Unidos se encuentran en una posición inequitativa en comparación con importaciones de un tercer país, podrá solicitar la celebración de consultas con el Gobierno de los Estados Unidos de América, con miras a considerar la adopción de medidas apropiadas para remediar la situación.— 7. En caso de concertarse un nuevo convenio o renovarse éste extendiéndolo para un período adicional, el límite para las exportaciones de México a los Estados Unidos de los productos abarcados en el presente convenio, no podrá ser inferior al límite especificado en el párrafo uno de este convenio, siempre que el consumo total en los Estados Unidos de fresa congelada y de pasta y pulpa de fresa durante el año calendario 1972, no hubiera sido inferior al consumo, registrado durante el período de doce meses inmediatamente anterior.— 8. El Gobierno de México se reserva el derecho de denunciar este Convenio dando aviso por escrito al Gobierno de los Estados Unidos con 10 días de anticipación, en caso de que: a) Las tasas de los impuestos aplicadas por los Estados Unidos de América para las importaciones de fresa congelada y pasta y pulpa de fresa procedente de México, sean aumentadas por encima de las tasas vigentes a la fecha de este convenio, o b) Que se establezcan barreras no arancelarias que afecten adversamente la importación a los Estados Unidos de América de los productos básicos que cubre este convenio. Se acuerda que las regulaciones sanitarias y de salud de los Estados Unidos de América no se consideran como barreras no arancelarias.— Si lo anterior está de conformidad con el entender del Gobierno de México, esta nota junto con la respuesta de Vuestra Excelencia confirmando, constituirá un Convenio entre nuestros dos Gobiernos, que entrará en vigor en la fecha de su contestación.— Aprovechamos la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.”

En respuesta me complazco en informar a Vuestra Excelencia que mi Gobierno encuentra aceptable lo anterior y, en consecuencia, conviene en que la Nota de Vuestra Excelencia arriba transcrita y la presente constituyen un acuerdo entre los Estados Unidos Mexicanos y los Estados Unidos de América.

Aprovecho esta oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

E. O. RABASA

Excelentísimo Señor ROBERT HENRY McBRIDE,
*Embajador Extraordinario y Plenipotenciario de
Estados Unidos de América,
Ciudad.*

Translation

UNITED MEXICAN STATES
MINISTRY OF
FOREIGN RELATIONS
MEXICO

11-16

TLATELOLCO, D.F., *February 28, 1972*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 241 of this date, the Spanish translation of which is as follows:

[For the English language text, see p. 172.]

In reply, I am happy to inform you that my Government finds the foregoing acceptable and consequently agrees that your note transcribed above and this note shall constitute an agreement between the United Mexican States and the United States of America.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

E. O. RABASA

His Excellency ROBERT HENRY McBRIDE,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Tlatelolco.*

VIET-NAM
Agricultural Commodities

*Agreement amending the agreement of June 28, 1971,
as amended.*

Effectuated by exchange of notes

Signed at Saigon March 14, 1972;

Entered into force March 14, 1972.

*The American Ambassador to the Vietnamese Minister of
Foreign Affairs*

No. 74

March 14, 1972

EXCELLENCY:

I have the honor to refer to the request by the Government of Vietnam to export ten metric tons in the wheat equivalent of wheat noodles to Laos, and to propose that the June 28, 1971 Agreement, as amended, [1] be further amended by the addition of the following paragraph C under Item IV, Export Limitation:

C. Permissible Level of Exports

Commodity	Quantity	Period
Wheat Noodles	10 M/T (In Wheat Equivalent)	U.S. FY 1972

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an agreement between our two Governments effective on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

ELLSWORTH BUNKER
Ellsworth Bunker
American Ambassador

His Excellency
TRAN VAN LAM
*Minister of Foreign Affairs
Republic of Vietnam
Saigon, Vietnam*

¹ TIAS 7157, 7208; 22 UST 1459, 1753.

*The Vietnamese Minister of Foreign Affairs to the
American Ambassador*

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No. 945/EF/HT

SAIGON, March 14, 1972

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No. 74 dated March 14, 1972 which reads as follows:

"I have the honor to refer to the request by the Government of Vietnam to export ten metric tons in the wheat equivalent of wheat noodles to Laos, and to propose that the June 28, 1971 Agreement, as amended, be further amended by the addition of the following paragraph C under Item IV, Export Limitation:

C. Permissible Level of Exports

Commodity	Quantity	Period
Wheat Noodles	10 M/T (In Wheat Equivalent)	U.S. FY 1972

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an agreement between our two Governments effective on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration."

I have the honor to confirm to Your Excellency my concurrence in the contents of Your Note.

Accept, Excellency, the renewed assurances of my highest consideration.

[SEAL]

TRAN VAN LAM

Tran-Van-Lam
Minister of Foreign Affairs

His Excellency

MR. ELLSWORTH BUNKER

*Ambassador of the United States
of America
Saigon*

MULTILATERAL

Whaling

Amendments to the Schedule to the International Whaling Convention of 1946.

Adopted at the Twenty-third Meeting of the International Whaling Commission, Washington, June 21-25, 1971;

Entered into force October 5, 1971, except for paragraph 8(j), which entered into force January 3, 1972.

INTERNATIONAL WHALING COMMISSION
GREAT WESTMINSTER HOUSE, HORSEFERRY ROAD, LONDON, S.W.1
TELEPHONE: 01-834 8511 (EXTENSION 405)

Chairman: J. L. McHugh
(USA)

Vice-Chairman: I. Rindal
(Norway)

Secretary: R. Stacey

AS XXIII

6 JULY 1971

SIR

CIRCULAR COMMUNICATION TO ALL CONTRACTING GOVERNMENTS
INTERNATIONAL WHALING CONVENTION 1946 [1]
AMENDMENTS TO SCHEDULE

1. At its twenty-third meeting held in Washington from 21 to 25 June 1971, the Commission agreed to the following amendments to the Schedule:

Paragraph 1(a) Delete "and" to "ships" after "inspection" in line 2
 Insert "provided that at least one such inspector shall be maintained on each catcher functioning as a factory ship"

Paragraph 1(b) Delete second sentence "There" to "stations."

¹ TIAS 1849; 62 Stat. (pt. 2) 1716.

- Paragraph 1 Insert new sub-paragraph (c)
 “1(c) There shall be received such observers as the member countries may arrange to place on factory ships and land stations or groups of land stations of other member countries. The observers shall be appointed by the Commission and paid by the Government nominating them.”
- Paragraph 8(a) Delete “2,700” in penultimate line and substitute “2,300”
Delete “1970/71” in last line and substitute “1971/72”
- Paragraph 8(f) Delete “1,308” in last line and substitute “1,046”
Delete “1971” in last line and substitute “1972”
- Paragraph 8(g) Delete “4,710” in line 2 and substitute “3,768”
Delete “1971” in line 3 and substitute “1972”
Delete “the succeeding few years” in line 3 and substitute “1973”
Delete “within a few years” in line 4.
- Paragraph 8(h) Insert before “The catch” at beginning of paragraph “Until the end of 1972”
- Paragraph 8 Insert new sub-paragraph (i)
 “8(i) The number of sperm whales taken in the North Pacific Ocean and dependent waters shall not exceed 10,841 whales in 1972.”
- Paragraph 8 Insert new sub-paragraph (j)
 “8(j) The number of sperm whales taken in the area south of the Equator and between 20° East longitude and 70° East longitude in the 1971/72 pelagic season shall not exceed 923 whales and in the 1972 coastal season shall not exceed 1,824 whales. These figures in subsequent seasons to be further adjusted on the basis of the latest scientific assessment.”

2. These amendments become effective with respect to each Contracting Government ninety days following the date of this letter in accordance with Article V of the Convention unless any Contracting Government lodges an objection, in which case the procedure under Article V (3) of the Convention will be followed.

3. The ninety days period will expire at midnight on 4 October 1971. In the absence of objections by that date the amendments will become effective. Contracting Governments will be notified accordingly.

4. Will you please acknowledge receipt of this letter, a copy of which is being sent to each Commissioner.

I am, Sir Your obedient Servant

R. STACEY

R Stacey
Secretary to the Commission

INTERNATIONAL WHALING COMMISSION
GREAT WESTMINSTER HOUSE, HORSEFERRY ROAD, LONDON, S.W.1
TELEPHONE: 01-834 8311 (EXTENSION 405)

Chairman: J. L. McHugh
(USA)

Vice-Chairman: I. Rindal
(Norway)

Secretary: R. Stacey

AS XXIII

5th OCTOBER, 1971

**CIRCULAR COMMUNICATION TO ALL CONTRACTING GOVERNMENTS
INTERNATIONAL WHALING CONVENTION 1946
AMENDMENTS TO SCHEDULE**

The Secretary refers to his circular letter of 6 July 1971, [¹] notifying Contracting Governments of the amendments to the Schedule to the Convention agreed at the Commission's Twenty-third Annual Meeting.

In a Note dated 1 October 1971 from the Japanese Ambassador in London, a copy of which is enclosed, [¹] the Secretary has been informed that the Government of Japan objects to the amendment to add the new sub-paragraph (j) to paragraph 8 of the Schedule.

In accordance with Article V (3) of the Convention the amendment to add sub-paragraph 8(j) will now remain inoperative for an additional period of 90 days from 4 October 1971 when in the absence of further objections the amendment to add sub-paragraph 8(j) will become binding on all Contracting Governments except the Government of Japan. The 90 day period will end at midnight on 2 January 1972.

No objections have been received to the other amendments proposed at the Twenty-third Meeting, i.e. to paragraphs 1(a), 1(b), 1(c), 8(a), 8(f), 8(g), 8(h), 8(i), and these amendments, which are repeated overleaf, therefore become binding on all Contracting Governments from 5 October 1971.

The Secretary requests an acknowledgment of the receipt of this letter, a copy of which is being sent to all Commissioners.

¹ Not printed.

**SCHEDULE AMENDMENTS MADE AT THE TWENTY-THIRD MEETING
WHICH COME INTO FORCE 5 OCTOBER 1971**

- Paragraph 1(a) Delete "and" to "ships" after "inspection" in line 2
Insert "provided that at least one such inspector shall be maintained on each catcher functioning as a factory ship"
- Paragraph 1(b) Delete second sentence "There" to "stations".
- Paragraph 1 Insert new sub-paragraph (c)
"1(c) There shall be received such observers as the member countries may arrange to place on factory ships and land stations or groups of land stations of other member countries. The observers shall be appointed by the Commission and paid by the Government nominating them".
- Paragraph 8(a) Delete "2,700" in penultimate line and substitute "2,300"
Delete "1970/71" in last line and substitute "1971/72"
- Paragraph 8(f) Delete "1,308" in last line and substitute "1,046"
Delete "1971" in last line and substitute "1972"
- Paragraph 8(g) Delete "4,710" in line 2 and substitute "3,768"
Delete "1971" in line 3 and substitute "1972"
Delete "the succeeding few years" in line 3 and substitute "1973"
Delete "within a few years" in line 4.
- Paragraph 8(h) Insert before "The catch" at beginning of paragraph "Until the end of 1972"
- Paragraph 8 Insert new sub-paragraph (i)
"8(i) The number of sperm whales taken in the North Pacific Ocean and dependent waters shall not exceed 10,841 whales in 1972".

INTERNATIONAL WHALING COMMISSION
GREAT WESTMINSTER HOUSE, HORSEFERRY ROAD, LONDON, S.W.1
TELEPHONE: 01-834 8511 (EXTENSION 403)

Chairman: J. L. McHugh
(USA)

Vice-Chairman: I. Rindal
(Norway)

Secretary: R. Stacey

AS XXIII

3 JANUARY 1971

CIRCULAR COMMUNICATION TO CONTRACTING GOVERNMENTS
INTERNATIONAL WHALING CONVENTION 1946
AMENDMENTS TO SCHEDULE

Contracting Governments were advised in the Secretary's communications of 5 and 12 October 1971 [1] of objections lodged to the amendment to add the new sub-paragraph (j) to paragraph 8 of the Schedule by the Governments of Japan and the Union of Soviet Socialist Republics. No further objections have been received.

The terms of the amendment adding sub-paragraph (j) to paragraph 8 of the Schedule, which established quotas in respect of sperm whales taken in the area south of the Equator between 20° and 70° East Longitude, are repeated overleaf. The amendment comes into effect on 3 January 1972 but is not binding upon those Governments who have objected to it (Japan and the USSR).

The Secretary requests an acknowledgement of the receipt of this communication, a copy of which is being sent to all Commissioners.

Paragraph 8 Insert new sub-paragraph (j)

"8(j) The number of sperm whales taken in the area south of the Equator and between 20° East Longitude and 70° East Longitude in the 1971/72 pelagic season shall not exceed 923 whales and in the 1972 coastal season shall not exceed 1,824 whales. These figures in subsequent seasons to be further adjusted on the basis of the latest scientific assessment."

¹ Not printed.

MULTILATERAL

Atomic Energy: Application of Safeguards by the IAEA to the United States-Switzerland Cooperation Agreement

*Agreement signed at Vienna February 28, 1972;
Entered into force February 28, 1972.*

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF SWITZERLAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Government of the United States of America and the Government of Switzerland have agreed to continue cooperating on the civil uses of atomic energy under their Agreement for Cooperation of 30 December 1965 [¹] which requires that equipment, devices and materials made available to Switzerland by the United States of America be used solely for peaceful purposes and establishes a system of safeguards to that end;

WHEREAS the Agreement for Cooperation reflects the mutual recognition of the two Governments of the desirability of arranging for the Agency to administer safeguards as soon as practicable;

WHEREAS the Agency is, pursuant to its Statute [²] and the action of its Board of Governors, now in a position to apply safeguards in accordance with the Agency's Safeguards Document and Inspectors Document;

WHEREAS the two Governments have reaffirmed their desire that equipment, devices and materials supplied by the United States of America under the Agreement for Cooperation or produced by their use or otherwise subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to apply safeguards to such materials, equipment and facilities as are covered by this Agreement; and

WHEREAS the Board of Governors of the Agency approved that request on 8 December 1971;

¹ TIAS 6059; 17 UST 1004.

² TIAS 3873; 8 UST 1093.

Now, THEREFORE, the Agency and the two Governments agree as follows:

PART I

Definitions

Section 1. For the purposes of this Agreement:

- (a) "Agency" means the International Atomic Energy Agency;
- (b) "Board" means the Board of Governors of the Agency;
- (c) "Agreement for Cooperation" means the Agreement for Cooperation between the Government of the United States of America and the Government of Switzerland concerning Civil Uses of Atomic Energy signed on 30 December 1965 as amended, or a new superseding agreement for cooperation, as amended;
- (d) "Inspectors Document" means the Annex to Agency document GC(V)/INF/39, which was placed in effect by the Board on 29 June 1961;
- (e) "Inventory" means either of the lists of material, equipment and facilities described in Section 10;
- (f) "Nuclear material" means any source or special fissionable material as defined in Article XX of the Agency's Statute;
- (g) "Safeguards Document" means Agency document INFCIRC/66/Rev. 2, which contains provisions approved by the Board on 28 September 1965, 17 June 1966 and 13 June 1968.

PART II

Undertakings by the Governments and the Agency

Section 2. The Government of Switzerland undertakes that it will not use in such a way as to further any military purpose any material, equipment or facility while it is listed in the Inventory for the Government of Switzerland.

Section 3. The Government of the United States of America undertakes that it will not use in such a way as to further any military purpose any special fissionable material, equipment or facility while it is listed in the Inventory for the Government of the United States of America.

Section 4. The Agency undertakes to apply its safeguards system in accordance with the provisions of this Agreement to materials, equipment and facilities while they are listed in the Inventories to ensure so far as it is able that they will not be used in such a way as to further any military purpose.

Section 5. The Government of Switzerland and the Government of the United States of America undertake to facilitate the application

TIAS 7294

of safeguards and to cooperate with the Agency and each other to that end.

Section 6. The Government of the United States of America agrees that its rights under the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to material, equipment and facilities while they are listed in the Inventory for the Government of Switzerland, provided however, that such rights shall cease to be suspended with respect to any such materials, equipment or facilities transferred pursuant to Section 15 of this Agreement. It is understood that no other rights and obligations of the Government of Switzerland and the Government of the United States of America between themselves under the Agreement for Cooperation will be affected by this Agreement.

Section 7. If the Agency is relieved, pursuant to Section 23(a), of its undertaking in Section 4, or if for any other reason the Board determines that the Agency is unable to ensure that any material, equipment or facility listed in an Inventory is not being used for any military purpose, the material, equipment or facility involved shall thereby automatically be removed from such Inventory until the Board determines that the Agency is again able to apply safeguards thereto. When, under this Section, an item is removed from the Inventory for either Government, the Agency may, at the request of the other Government, provide it with information available to the Agency about such material, equipment or facility in order to enable that Government to exercise effectively its rights thereto.

Section 8. The Government of Switzerland and the Government of the United States of America shall promptly notify the Agency of any amendment to the Agreement for Cooperation and any notice of termination given with respect to that Agreement.

PART III

Inventories and Notifications

Section 9.

- (a) An initial list of all the materials, equipment and facilities which are within the jurisdiction of the Government of Switzerland and subject to the Agreement for Cooperation shall be prepared by the two Governments and submitted jointly to the Agency as promptly as feasible after the entry into force of this Agreement. The Agency's acceptance thereof shall establish the Inventory for the Government of Switzerland and the Agency will thereupon commence applying safeguards to such materials, equipment and facilities.

- (b) Thereafter the Government of Switzerland and the Government of the United States of America shall jointly notify the Agency of:
 - (i) Any transfer from the United States of America to Switzerland under their Agreement for Cooperation of materials, equipment or facilities;
 - (ii) Any transfer from Switzerland to the United States of America of any special fissionable material which has been included in the Inventory for the Government of Switzerland pursuant to Section 12.
- (c) Either the Government of Switzerland or the Government of the United States of America, whichever is concerned, shall also thereafter notify the Agency of any other equipment and facilities which are required to be listed in an Inventory in accordance with Section 10(b) or (e).
- (d) The Agency shall, within 30 days of its receipt of a notification under this Section, advise both Governments either:
 - (i) That the items covered by the notification are listed in the appropriate Inventory as of the date of the Agency's advice; or
 - (ii) That the Agency is unable to apply safeguards to such items, in which case, however, it may indicate at what future time or under which conditions it would be able to apply safeguards thereto if the Governments so desire.

Section 10. The Agency shall establish and maintain the Inventory **with respect to each Government which shall be divided into three Categories.**

- (a) Category I of the Inventory with respect to the Government of Switzerland shall list:
 - (i) Equipment and facilities transferred to Switzerland;
 - (ii) Material transferred to Switzerland or material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document;
 - (iii) Special fissionable materials produced in Switzerland, as specified in Section 12, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document; and
 - (iv) Nuclear materials, other than those which are listed under (ii) or (iii) above, which are processed or used in any of the materials, equipment or facilities listed under (i), (ii) or (iii) above, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document.

- (b) Category II of the Inventory with respect to the Government of Switzerland shall list:
 - (i) Any facility while it incorporates any equipment listed in Category I of the Inventory for the Government of Switzerland; and
 - (ii) Any facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for the Government of Switzerland.
- (c) Category III of the Inventory with respect to the Government of Switzerland shall list any nuclear material which would normally be listed in Category I of the Inventory for the Government of Switzerland but which is not so listed because:
 - (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
 - (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.
- (d) Category I of the Inventory with respect to the Government of the United States of America shall list:
 - (i) Special fissionable material of whose transfer from Switzerland the Agency has been notified pursuant to Section 9(b)(ii) or material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document; or
 - (ii) Special fissionable material produced in the United States of America, as specified in Section 12, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document.
- (e) Category II of the Inventory with respect to the Government of the United States of America shall list any equipment or facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for the Government of the United States of America.
- (f) Category III of the Inventory with respect to the Government of the United States of America shall list any material which would normally be listed in Category I of the Inventory for the Government of the United States of America but which is not so listed because:
 - (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or

- (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.

The Agency shall send copies of both Inventories to both Governments every twelve months and also at any other times specified by either Government in a request communicated to the Agency at least two weeks in advance.

Section 11. The notification by the two Governments provided for in Sections 9(b)(i) and 14 shall normally be sent to the Agency not more than two weeks after the material, equipment or facility arrives in Switzerland or the United States of America, respectively, except that shipments of source material in quantities not exceeding one metric ton shall not be subject to the two-week notification requirement but shall be reported to the Agency at intervals not exceeding three months. All notifications under Section 9 shall include, to the extent relevant, the nuclear and chemical composition, the physical form, and the quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the identity of the consignor and consignee, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities.

Section 12. Each Government shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities described in Section 10(a), 10(b)(i) or 10(d). Upon receipt by the Agency of the notification, such produced material shall be listed in Category I of the Inventory, provided that any material so produced shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is produced. The Agency may verify the calculations of the amounts of such materials; appropriate adjustment in the Inventory shall be made by agreement of the Parties; pending final agreement of the Parties, the Agency's calculations shall govern.

Section 13. The Government of Switzerland shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any nuclear materials required to be listed in Category I of its Inventory pursuant to Section 10(a)(iv). Upon receipt by the Agency of the notification, such nuclear material shall be listed in Category I of the Inventory, provided that any material so processed or used shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is processed or used.

Section 14. The two Governments shall jointly notify the Agency of the transfer to the United States of America of any materials,

equipment or facilities listed in the Inventory for the Government of Switzerland. Upon receipt thereof by the United States of America:

- (a) Materials described in Section 9(b)(ii) shall be transferred from the Inventory for the Government of Switzerland to Category I of the Inventory for the Government of the United States of America;
- (b) Other materials, and equipment or facilities shall be deleted from the Inventory.

Section 15. The two Governments shall jointly notify the Agency of any intended transfer of materials, equipment or facilities listed in Category I of the Inventory to a recipient which is not under the jurisdiction of either of the two Governments. Such materials, equipment or facilities may be transferred and shall thereupon be deleted from the Inventory, provided that the Agency may satisfy itself that such materials, equipment or facilities have been transferred out of the jurisdiction of the Government of Switzerland or the Government of the United States of America, as the case may be.

Section 16. Whenever either Government intends to transfer material or equipment, listed in Category I of its Inventory, to a facility within its jurisdiction which the Agency has not previously accepted for listing in that Government's Inventory, any notification that will be required pursuant to Section 9(c) shall be made to the Agency before such transfer is effected. The Government may make the transfer to that facility only after the Agency has accepted that notification.

Section 17. The notifications provided for in Sections 15 and 16 shall be sent to the Agency sufficiently in advance so as to enable the Agency to make any arrangements required by these Sections before the transfer is effected. The Agency shall take any necessary action promptly. The contents of these notifications shall conform, as far as appropriate, to the requirements of Section 11.

Section 18. The Agency shall exempt from safeguards nuclear material under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document and shall suspend safeguards with respect to nuclear material under the conditions specified in paragraph 24 or 25 of the Document.

Section 19. The Agency shall terminate safeguards under this Agreement with respect to those items deleted from an Inventory as provided in Sections 14(b) and 15. Nuclear material other than that covered by the preceding sentence shall be deleted from the Inventory and Agency safeguards thereon shall be terminated as provided in paragraph 26 of the Safeguards Document.

Section 20. The two Governments and the Agency shall agree on the conditions for exemption, suspension or termination of safeguards on items not covered by Sections 18 and 19.

PART IV**Safeguards Procedures**

Section 21. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 through 14 of the Safeguards Document.

Section 22. The safeguards to be applied by the Agency to the items listed in the Inventories are those procedures specified in the Safeguards Document. The Agency shall make subsidiary arrangements with each Government concerning the implementation of safeguards procedures which shall include any necessary arrangements for the application of safeguards to non-nuclear materials and equipment. The Agency shall have the right to request the information referred to in paragraph 41 of the Safeguards Document and to make the inspections referred to in paragraphs 51 and 52 of the Safeguards Document.

Section 23. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government concerned to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If the Government fails to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its undertaking to apply safeguards under Section 4 for such time as the Board determines that the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any measures provided for in Article XII. C of the Statute.

The Agency shall promptly notify both Governments in the event of any determination by the Board pursuant to this Section.

PART V**Agency Inspectors**

Section 24. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document. However, paragraph 4 of the Inspectors Document shall not apply with regard to any facility or to nuclear material to which the Agency has access at all times. The actual procedures to implement paragraph 50 of the Safeguards Document in the United States of America and in Switzerland shall be agreed between the Agency and the Government concerned before the facility or material is listed in the Inventory.

Section 25. The Government of Switzerland shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the

Agency [¹] to the Agency inspectors performing functions under this Agreement and to any property of the Agency used by them.

Section 26. The provisions of the International Organizations Immunities Act of the United States of America [²] shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

PART VI

Finance

Section 27. Each Party shall bear any expense incurred in the implementation of its responsibilities under this Agreement. The Agency shall reimburse each Government for any special expenses, including those referred to in paragraph 6 of the Inspectors Document, incurred by the Government or persons under its jurisdiction at the written request of the Agency, if the Government notified the Agency before the expense was incurred that reimbursement would be required. These provisions shall not prejudice the allocation of expenses attributable to a failure by a Party to comply with this Agreement.

Section 28.

- (a) In carrying out its functions under this Agreement within the United States of America, the Agency and its personnel shall be covered to the same extent as United States of America nationals by any protection against third-party liability provided under the Price-Anderson Act, [³] including insurance or other indemnity coverage that may be required by the Price-Anderson Act with respect to nuclear incidents within the United States of America.
- (b) The Government of Switzerland shall ensure that any protection against third-party liability including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under its jurisdiction shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of Switzerland.
- (c) Any claim by one Government against the Agency or vice versa in respect of any damage, other than damage arising out of a nuclear incident, resulting from the implementation of safeguards under this Agreement, shall be settled in accordance with international law.

¹ 374 UNTS 147.

² 59 Stat. 669; 22 U.S.C. § 288 note.

³ 71 Stat. 576; 42 U.S.C. § 2210.

PART VII

Settlement of Disputes

Section 29. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned shall on the request of any Party be submitted to an arbitral tribunal composed as follows:

- (a) If the dispute involves only two of the Parties to this Agreement, all three Parties agreeing that the third is not concerned, the two Parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected; or
- (b) If the dispute involves all three Parties to this Agreement, each Party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision elect a fourth arbitrator, who shall be the Chairman and a fifth arbitrator. If within thirty days of the request for arbitration any Party has not designated an arbitrator, any Party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if, within thirty days of the designation or appointment of the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties shall be binding on all Parties. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice.

Section 30. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Part VI, shall, if they so provide, be given effect immediately by the Parties, pending the final settlement of any dispute.

PART VIII

Amendment, Modifications, Entry into Force and Duration

Section 31. The Parties shall, at the request of any one of them, consult about amending this Agreement. If the Board modifies the Safeguards Document, or the scope of the safeguards system, this Agreement shall be amended if the Governments so request to take account of any or all such modifications. If the Board modifies the Inspectors Document, this Agreement shall be amended if the Governments so request to take account of any or all such modifications.

Section 32. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of each Government.

Section 33. This Agreement shall remain in force during the term of the Agreement for Cooperation, as extended or amended from time to time, unless terminated sooner by any Party upon six months' notice to the other Parties or as may otherwise be agreed. It may be prolonged for further periods as agreed by the Parties and may be terminated sooner by any Party on six months' notice to the other Parties or as may be otherwise agreed. However, this Agreement shall remain in force with regard to any nuclear material referred to in Section 10(a)(iii) or 10(d) until the Agency has notified both Governments that it has terminated safeguards on such material in accordance with Section 19.

DONE in Vienna, this 28th day of February 1972, in triplicate in the English language.

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

FOR THE GOVERNMENT OF SWITZERLAND:

C. ZANGGER

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

T KEITH GLENNAN

MULTILATERAL

Atomic Energy: Application of Safeguards by the IAEA to the United States-Sweden Cooperation Agreement

*Agreement signed at Vienna March 1, 1972;
Entered into force March 1, 1972.*

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF SWEDEN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Government of the United States of America and the Government of Sweden have agreed to continue cooperating on the civil uses of atomic energy under their Agreement for Cooperation of 28 July 1966, as amended, [1] which requires that equipment, devices and materials made available to Sweden by the United States of America be used solely for peaceful purposes and establishes a system of safeguards to that end;

WHEREAS the Agreement for Cooperation reflects the mutual recognition of the two Governments of the desirability of arranging for the Agency to administer safeguards as soon as practicable;

WHEREAS the Agency is, pursuant to its Statute [2] and the action of its Board of Governors, now in a position to apply safeguards in accordance with the Agency's Safeguards Document and Inspectors Document;

WHEREAS the two Governments have reaffirmed their desire that equipment, devices and materials supplied by the United States of America under the Agreement for Cooperation or produced by their use or otherwise subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to apply safeguards to such materials, equipment and facilities as are covered by this Agreement; and

WHEREAS the Board of Governors of the Agency approved that request on 29 February 1972;

¹ TIAS 6076, 7000; 17 UST 1176; 21 UST 2577.

² TIAS 3873; 8 UST 1093.

Now, THEREFORE, the Agency and the two Governments agree as follows:

PART I

Definitions

Section 1. For the purposes of this Agreement:

- (a) "Agency" means the International Atomic Energy Agency;
- (b) "Board" means the Board of Governors of the Agency;
- (c) "Agreement for Cooperation" means the Agreement for Cooperation between the Government of the United States of America and the Government of Sweden concerning Civil Uses of Atomic Energy signed on 28 July 1966, as amended;
- (d) "Inspectors Document" means the Annex to Agency document GC(V)/INF/39, which was placed in effect by the Board on 29 June 1961;
- (e) "Inventory" means either of the lists of material, equipment and facilities described in Section 10;
- (f) "Nuclear material" means any source or special fissionable material as defined in Article XX of the Agency's Statute;
- (g) "Safeguards Document" means Agency document INFCIRC/66/Rev. 2, which contains provisions approved by the Board on 28 September 1965, 17 June 1966 and 13 June 1968.

PART II

Undertakings by the Governments and the Agency

Section 2. The Government of Sweden undertakes that it will not use in such a way as to further any military purpose any material, equipment or facility while it is listed in the Inventory for the Government of Sweden.

Section 3. The Government of the United States of America undertakes that it will not use in such a way as to further any military purpose any special fissionable material, equipment or facility while it is listed in the Inventory for the Government of the United States of America.

Section 4. The Agency undertakes to apply its safeguards system in accordance with the provisions of this Agreement to materials, equipment and facilities while they are listed in the Inventories to ensure so far as it is able that they will not be used in such a way as to further any military purpose.

Section 5. The Government of Sweden and the Government of the United States of America undertake to facilitate the application

of safeguards and to cooperate with the Agency and each other to that end.

Section 6. The Government of the United States of America agrees that its rights under the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to material, equipment and facilities while they are listed in the Inventory for the Government of Sweden, provided, however, that such rights shall cease to be suspended with respect to any such materials, equipment or facilities transferred pursuant to Section 15 of this Agreement. It is understood that no other rights and obligations of the Government of Sweden and the Government of the United States of America between themselves under the Agreement for Cooperation will be affected by this Agreement.

Section 7. If the Agency is relieved, pursuant to Section 23(a), of its undertaking in Section 4, or if for any other reason the Board determines that the Agency is unable to ensure that any material, equipment or facility listed in an Inventory is not being used for any military purpose, the material, equipment or facility involved shall thereby automatically be removed from such Inventory until the Board determines that the Agency is again able to apply safeguards thereto. When, under this Section, an item is removed from the Inventory for either Government, the Agency may, at the request of the other Government, provide it with information available to the Agency about such material, equipment or facility in order to enable that Government to exercise effectively its rights thereto.

Section 8. The Government of Sweden and the Government of the United States of America shall promptly notify the Agency of any amendment to the Agreement for Cooperation and any notice of termination given with respect to that Agreement.

PART III

Inventories and Notifications

Section 9.

- (a) An initial list of all the materials, equipment and facilities which are within the jurisdiction of the Government of Sweden and subject to the Agreement for Cooperation shall be prepared by the two Governments and submitted jointly to the Agency as promptly as feasible after the entry into force of this Agreement. The Agency's acceptance thereof shall establish the Inventory for the Government of Sweden and the Agency will thereupon commence applying safeguards to such materials, equipment and facilities.

- (b) Thereafter the Government of Sweden and the Government of the United States of America shall jointly notify the Agency of:
 - (i) Any transfer from the United States of America to Sweden under their Agreement for Cooperation of materials, equipment or facilities;
 - (ii) Any transfer from Sweden to the United States of America of any special fissionable material which has been included in the Inventory for the Government of Sweden pursuant to Section 12.
- (c) Either the Government of Sweden or the Government of the United States of America, whichever is concerned, shall also thereafter notify the Agency of any other equipment and facilities which are required to be listed in an Inventory in accordance with Section 10(b) or (e).
- (d) The Agency shall, within 30 days of its receipt of a notification under this Section, advise both Governments either:
 - (i) That the items covered by the notification are listed in the appropriate Inventory as of the date of the Agency's advice; or
 - (ii) That the Agency is unable to apply safeguards to such items, in which case, however, it may indicate at what future time or under which conditions it would be able to apply safeguards thereto if the Governments so desire.

Section 10. The Agency shall establish and maintain the Inventory with respect to each Government which shall be divided into three Categories.

- (a) Category I of the Inventory with respect to the Government of Sweden shall list:
 - (i) Equipment and facilities transferred to Sweden;
 - (ii) Material transferred to Sweden or material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document;
 - (iii) Special fissionable materials produced in Sweden, as specified in Section 12, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document; and
 - (iv) Nuclear materials, other than those which are listed under (ii) or (iii) above, which are processed or used in any of the materials, equipment or facilities listed under (i), (ii) or (iii) above, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document.

- (b) Category II of the Inventory with respect to the Government of Sweden shall list:
 - (i) Any facility while it incorporates any equipment listed in Category I of the Inventory for the Government of Sweden; and
 - (ii) Any facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for the Government of Sweden.
- (c) Category III of the Inventory with respect to the Government of Sweden shall list any nuclear material which would normally be listed in Category I of the Inventory for the Government of Sweden but which is not so listed because:
 - (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
 - (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.
- (d) Category I of the Inventory with respect to the Government of the United States of America shall list:
 - (i) Special fissionable material of whose transfer from Sweden the Agency has been notified pursuant to Section 9(b)(ii) or material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document; or
 - (ii) Special fissionable material produced in the United States of America, as specified in Section 12, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document.
- (e) Category II of the Inventory with respect to the Government of the United States of America shall list any equipment or facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for the Government of the United States of America.
- (f) Category III of the Inventory with respect to the Government of the United States of America shall list any material which would normally be listed in Category I of the Inventory for the Government of the United States of America but which is not so listed because:
 - (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
 - (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.

The Agency shall send copies of both Inventories to both Governments every twelve months and also at any other times specified by either Government in a request communicated to the Agency at least two weeks in advance.

Section 11. The notification by the two Governments provided for in Sections 9(b)(i) and 14 shall normally be sent to the Agency not more than two weeks after the material, equipment or facility arrives in Sweden or the United States of America, respectively, except that shipments of source material in quantities not exceeding one metric ton shall not be subject to the two-week notification requirement but shall be reported to the Agency at intervals not exceeding three months. All notifications under Section 9 shall include, to the extent relevant, the nuclear and chemical composition, the physical form, and the quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the identity of the consignor and consignee, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities.

Section 12. Each Government shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities described in Section 10(a), 10(b)(i) or 10(d). Upon receipt by the Agency of the notification, such produced material shall be listed in Category I of the Inventory, provided that any material so produced shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is produced. The Agency may verify the calculations of the amounts of such materials; appropriate adjustment in the Inventory shall be made by agreement of the Parties; pending final agreement of the Parties, the Agency's calculations shall govern.

Section 13. The Government of Sweden shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any nuclear materials required to be listed in Category I of its Inventory pursuant to Section 10(a)(iv). Upon receipt by the Agency of the notification, such nuclear material shall be listed in Category I of the Inventory, provided that any material so processed or used shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is processed or used.

Section 14. The two Governments shall jointly notify the Agency of the transfer to the United States of America of any materials, equipment or facilities listed in the Inventory for the Government of Sweden. Upon receipt thereof by the United States of America:

- (a) Materials described in Section 9(b)(ii) shall be transferred from the Inventory for the Government of Sweden to Category

I of the Inventory for the Government of the United States of America;

- (b) Other materials, and equipment or facilities shall be deleted from the Inventory.

Section 15. The two Governments shall jointly notify the Agency of any intended transfer of materials, equipment or facilities listed in Category I of the Inventory to a recipient which is not under the jurisdiction of either of the two Governments. Such materials, equipment or facilities may be transferred and shall thereupon be deleted from the Inventory, provided that the Agency may satisfy itself that such materials, equipment or facilities have been transferred out of the jurisdiction of the Government of Sweden or the Government of the United States of America, as the case may be.

Section 16. Whenever either Government intends to transfer material or equipment, listed in Category I of its Inventory, to a facility within its jurisdiction which the Agency has not previously accepted for listing in that Government's Inventory, any notification that will be required pursuant to Section 9(c) shall be made to the Agency before such transfer is effected. The Government may make the transfer to that facility only after the Agency has accepted that notification.

Section 17. The notifications provided for in Sections 15 and 16 shall be sent to the Agency sufficiently in advance so as to enable the Agency to make any arrangements required by these Sections before the transfer is effected. The Agency shall take any necessary action promptly. The contents of these notifications shall conform, as far as appropriate, to the requirements of Section 11.

Section 18. The Agency shall exempt from safeguards nuclear material under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document and shall suspend safeguards with respect to nuclear material under the conditions specified in paragraph 26 and 27 of the Safeguards Document.

Section 19. The Agency shall terminate safeguards under this Agreement with respect to those items deleted from an Inventory as provided in Sections 14(b) and 15. Nuclear material other than that covered by the preceding sentence shall be deleted from the Inventory and Agency safeguards thereon shall be terminated as provided in paragraph 26 and 27 of the Safeguards Document.

Section 20. The two Governments and the Agency shall agree on the conditions for exemption, suspension or termination of safeguards on items not covered by Sections 18 and 19.

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PART IV

Safeguards Procedures

Section 21. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 through 14 of the Safeguards Document.

Section 22. The safeguards to be applied by the Agency to the items listed in the Inventories are those procedures specified in the Safeguards Document. The Agency shall make subsidiary arrangements with each Government concerning the implementation of safeguards procedures which shall include any necessary arrangements for the application of safeguards to non-nuclear materials and equipment. The Agency shall have the right to request the information referred to in paragraph 41 of the Safeguards Document and to make the inspections referred to in paragraphs 51 and 52 of the Safeguards Document.

Section 23. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government concerned to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If the Government fails to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its undertaking to apply safeguards under Section 4 for such time as the Board determines that the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any measures provided for in Article XII. C of the Statute.

The Agency shall promptly notify both Governments in the event of any determination by the Board pursuant to this Section.

PART V

Agency Inspectors

Section 24. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document. However, paragraph 4 of the Inspectors Document shall not apply with regard to any facility or to nuclear material to which the Agency has access at all times. The actual procedures to implement paragraph 50 of the Safeguards Document in the United States of America and in Sweden shall be agreed between the Agency and the Government concerned before the facility or material is listed in the Inventory.

Section 25. The Government of Sweden shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the Agency^[1] to the Agency inspectors performing functions under this Agreement and to any property of the Agency used by them.

Section 26. The provisions of the International Organizations Immunities Act of the United States of America^[2] shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

PART VI

Finance

Section 27. Each Party shall bear any expense incurred in the implementation of its responsibilities under this Agreement. The Agency shall reimburse each Government for any special expenses, including those referred to in paragraph 6 of the Inspectors Document, incurred by the Government or persons under its jurisdiction at the written request of the Agency, if the Government notified the Agency before the expense was incurred that reimbursement would be required. These provisions shall not prejudice the allocation of expenses attributable to a failure by a Party to comply with this Agreement.

Section 28.

- (a) In carrying out its functions under this Agreement within the United States of America, the Agency and its personnel shall be covered to the same extent as United States of America nationals by any protection against third-party liability provided under the Price-Anderson Act, ^[3] including insurance or other indemnity coverage that may be required by the Price-Anderson Act with respect to nuclear incidents within the United States of America.
- (b) The Government of Sweden shall ensure that any protection against third-party liability including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under its jurisdiction shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of Sweden.
- (c) Any claim by one Government against the Agency or vice versa in respect of any damage, other than damage arising out of a nuclear incident, resulting from the implementation of safeguards under this Agreement, shall be settled in accordance with international law.

¹ 374 UNTS 147.

² 59 Stat. 669; 22 U.S.C. § 288 note.

³ 71 Stat. 576; 42 U.S.C. § 2210.

PART VII

Settlement of Disputes

Section 29. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned shall on the request of any Party be submitted to an arbitral tribunal composed as follows:

- (a) If the dispute involves only two of the Parties to this Agreement, all three Parties agreeing that the third is not concerned, the two Parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected; or
- (b) If the dispute involves all three Parties to this Agreement, each Party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision elect a fourth arbitrator, who shall be the Chairman and a fifth arbitrator. If within thirty days of the request for arbitration any Party has not designated an arbitrator, any Party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if, within thirty days of the designation or appointment of the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties shall be binding on all Parties. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice.

Section 30. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Part VI, shall, if they so provide, be given effect immediately by the Parties, pending the final settlement of any dispute.

PART VIII

Amendment, Modifications, Entry into Force and Duration

Section 31. The Parties shall, at the request of any one of them, consult about amending this Agreement. If the Board modifies the Safeguards Document, or the scope of the safeguards system, this Agreement shall be amended if the Governments so request to take account of any or all such modifications. If the Board modifies the Inspectors Document, this Agreement shall be amended if the Governments so request to take account of any or all such modifications.

Section 32. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of each Government.

Section 33. This Agreement shall remain in force during the term of the Agreement for Cooperation, as extended or amended from time to time, unless terminated sooner by any Party upon six months' notice to the other Parties or as may otherwise be agreed. It may be prolonged for further periods as agreed by the Parties and may be terminated sooner by any Party on six months' notice to the other Parties or as may be otherwise agreed. However, this Agreement shall remain in force with regard to any nuclear material referred to in Section 10(a)(iii) or 10(d) until the Agency has notified both Governments that it has terminated safeguards on such material in accordance with Section 19.

DONE in Vienna, this first day of March 1972, in triplicate in the English language.

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

FOR THE GOVERNMENT OF SWEDEN:

LENNART PETRI

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

T KEITH GLENNAN

PERU

Extension of Loan of Vessel: U.S.S. *Benham*

Agreement effected by exchange of notes

Signed at Lima January 5, 1971, and February 29, 1972;

Entered into force February 29, 1972.

*The American Ambassador to the Peruvian Minister of
Foreign Relations*

EMBASSY OF THE UNITED STATES
OF AMERICA

LIMA, January 5, 1971

No. 5

EXCELLENCY:

I have the honor to refer to the recent request of the Government of Peru to extend the loan of the destroyer USS *Benham* (DD 796).

The loan of the destroyer referred to above was made pursuant to the agreement between the Government of the United States of America and the Government of Peru, effected by an exchange of notes signed at Lima, dated February 12 and 26, 1960,^[1] as amended by the exchange of notes dated December 14, 1961 and January in 1962^[2] and extended by the exchange of notes signed at Lima dated June 8 and 28, 1965.^[1] The loan of the USS *Benham* was scheduled to expire on December 15, 1970.

I now have the honor to inform Your Excellency that, in response to the request of the Government of Peru, the Government of the United States agrees to extend further the period of the loan of this destroyer for an additional five-year period from the original date of its delivery under the terms and conditions of the agreements pertaining to them referred to above. Accordingly, the new expiration date of the period of the loan of the USS *Benham* will be December 15, 1975.

If the foregoing is acceptable to the Government of Peru, I have the honor further to propose that Your Excellency's reply to that effect shall, together with my note, constitute an agreement between

¹ TIAS 4602, 5841; 11 UST 2254; 16 UST 995.

² Should read "January 8, 1962". Not printed.

our two governments regarding this matter, which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

TAYLOR G. BELCHER

His Excellency

General EDGARDO MERCADO JARRÍN,
*Minister of Foreign Relations,
Lima.*

*The Peruvian Minister of Foreign Relations to the
American Ambassador*

MINISTERIO DE RELACIONES EXTERIORES

NUMERO (Da) 6-3/23

LIMA, 29 de febrero de 1972

SEÑOR EMBAJADOR:

Tengo a honra avisar recibo a Vuestra Excelencia de su atenta nota número 5, de fecha 5 de enero del año próximo pasado, referente al Acuerdo celebrado entre nuestros Gobiernos mediante un intercambio de notas suscritas en Lima el 12 y 26 de febrero de 1960, enmendadas por el canje de notas del 14 de diciembre de 1961 y 8 de enero de 1962, y prorrogado por intercambio de notas firmadas en Lima el 8 y 28 de junio de 1965, relativo al préstamo de ciertos barcos de guerra, proponiéndose además que el plazo del préstamo del Destroyer USS. *Benham* (DD-796), actual B.A.P. *Villar*, el cual vencía el 15 de diciembre de 1970, sea ampliado por un período adicional de cinco años, el que vencería el 15 de diciembre de 1975.

En respuesta, me complazco en expresar a Vuestra Excelencia que el Señor Ministro de Marina manifiesta el aceptación de la prórroga en la transferencia a la Marina de Guerra del Perú, del USS. *Benham* (DD-796), actual B.A.P. *Villar*, aprobándose asimismo, el contenido de su nota N° 5, sin modificaciones y bajo los términos y condiciones de los acuerdos pertinentes referidos, por lo que queda así concertado el presente acuerdo.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

M. A. DE LA FLOR VALLE

Al Excelentísimo señor

TAYLOR G. BELCHER

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad. —*

TIAS 7296

Translation

MINISTRY OF FOREIGN RELATIONS

No. (Da) 6-3/23

LIMA, February 29, 1972

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 5 of January 5, 1971, referring to the agreement between our Governments, effected by an exchange of notes signed at Lima on February 12 and 26, 1960, as amended by the exchange of notes of December 14, 1961 and January 8, 1962, and extended by the exchange of notes signed at Lima on June 8 and 28, 1965, concerning the loan of certain war vessels, and proposing that the period of the loan of the destroyer USS *Benham* (DD 796), currently called the B.A.P. *Villar*, which was scheduled to expire on December 15, 1970, be extended for an additional five-year period which would expire on December 15, 1975.

In reply, I am happy to inform Your Excellency that the Minister of the Navy agrees to the extension of the loan to the Peruvian Navy of the USS *Benham*, currently called the B.A.P. *Villar*, and also approves the contents of your note No. 5, without modification, under the terms and conditions of the agreements pertaining thereto referred to above, and therefore, this agreement is so constituted.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

M. A. DE LA FLOR VALLE

His Excellency

TAYLOR G. BELCHER,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Lima.*

MOROCCO

Peace Corps

*Agreement effected by exchange of notes
Dated at Rabat February 8 and 9, 1963;
Entered into force February 9, 1963.*

*And amending agreement
Effected by exchange of notes
Signed at Rabat March 10, 1972;
Entered into force March 10, 1972;
Effective October 1, 1971.*

*The American Ambassador to the Moroccan Minister
of Foreign Affairs [1]*

No. 604

RABAT, le 8 février 1963

EXCELLENCE,

J'ai l'honneur de me référer aux conversations qui ont eu lieu récemment entre les représentants de nos deux Gouvernements et de proposer que soient conclus les arrangements suivants relatifs aux Américains et aux Américaines qui ont offert leurs services au Corps de la Paix et qui, à la demande de votre Gouvernement, vivront et travailleront pendant un certain temps dans le territoire du Maroc.

1. Le Gouvernement des Etats-Unis fournira, à la demande du Gouvernement du Maroc, et après approbation de cette demande, des Volontaires du Corps de la Paix en vue d'accomplir au Maroc des tâches sur lesquelles nos deux Gouvernements se seront mis d'accord. Les Volontaires travailleront sous la surveillance directe d'organismes privés ou gouvernementaux du Maroc désignés par nos deux Gouvernements. Le Gouvernement des Etats-Unis assurera la formation des Volontaires afin de permettre à ces derniers d'accomplir leur tâche d'une manière plus efficace.

2. Le Gouvernement du Maroc accordera aux Volontaires comme à leurs biens un traitement équitable, il leur assurera pleinement et entièrement son aide et sa protection y compris un traitement non moins favorable que celui généralement accordé aux citoyens américains résidant au Maroc. En outre, le Gouvernement du Maroc tiendra pleinement au courant et consultera les représentants du

¹ For the English language text, see p. 211.

Gouvernement des Etats-Unis sur toutes questions concernant les Volontaires et apportera, dans toute la mesure possible, sa coopération aux dits représentants. Le Gouvernement du Maroc exonèrera les Volontaires de tous impôts sur les sommes qu'ils recevront pour subvenir à leurs besoins et sur les revenus dont la source se trouve à l'extérieur du Royaume du Maroc, de tous droits de douane et autres droits sur leurs biens mobiliers introduits au Maroc en une seule fois pour leur usage personnel au moment de leur arrivée ou peu de temps après leur arrivée, et de tous autres impôts, taxes et redevances (y compris les droits d'immigration), à l'exception des droits ou taxes de licences et des impôts ou autres droits compris dans le prix de l'équipement, des fournitures et des services.

3. Le Gouvernement des Etats-Unis fournira aux Volontaires les quantités limitées de matériel et de fournitures que nos deux Gouvernements pourront considérer comme devant être fournis par lui, pour permettre aux Volontaires d'accomplir leur tâche d'une manière efficace. Le Gouvernement du Maroc exonèrera à titre temporaire de tous impôts, droits de douane et autres droits, tout le matériel et toutes les fournitures introduits ou acquis au Maroc par le Gouvernement des Etats-Unis ou par tout contractuel financé par lui, pour utilisation dans le cadre du présent Accord. Ces droits demeurent ainsi suspendus jusqu'à la réexportation des matériels et fournitures ou leur versement à la consommation intérieure dans les conditions de droit commun. Toutes ces exonérations seront accordées par l'intermédiaire des services intéressés du Ministère des Affaires Etrangères qui sont habilités à agréer tous les produits et articles appelés à être introduits au Maroc pour utilisation dans le cadre du présent accord.

4. Afin de permettre au Gouvernement des Etats-Unis de s'acquitter de ses obligations conformément aux dispositions du présent Accord, le Gouvernement du Maroc recevra un représentant du Corps de la Paix, les collaborateurs de ce représentant ainsi que le personnel d'organismes privés américains remplissant des fonctions dans le cadre du présent Accord en vertu d'un contrat passé avec le Gouvernement des Etats-Unis, et qui seront agréées par le Gouvernement du Maroc. Le Gouvernement du Maroc exonèrera ces personnes de tous impôts sur les revenus provenant de leur travail au Corps de la Paix ou dont la source se trouve à l'extérieur, et de tous autres impôts, taxes et redevances (y compris les droits d'immigration), à l'exception des droits ou taxes de licences et des impôts et autres droits compris dans le prix de l'équipement, des fournitures et des services. Le Gouvernement du Maroc accordera au représentant du Corps de la Paix et à ses collaborateurs, en ce qui concerne le paiement des droits de douane et autres droits sur les biens mobiliers introduits au Maroc pour leur usage personnel, le même traitement que celui accordé au personnel de grade ou de rang similaire de l'Ambassade des Etats-Unis. Le Gouvernement du Maroc accordera au personnel des organismes privés américains ayant passé un contrat avec le Gouvernement des Etats-Unis, en ce qui concerne le paiement des

droits de douane et autres droits sur les biens mobiliers introduits au Maroc pour leur usage personnel, le même traitement que celui qui est accordé aux Volontaires dans le cadre du présent Accord.

5. Les fonds introduits au Maroc par le Gouvernement des Etats-Unis aux fins d'utilisation en vertu du présent Accord par le dit gouvernement ou par des contractuels financés par lui seront librement utilisables aux fins prévues par le présent Accord, et les restrictions qui sont ou pourraient être édictées par la réglementation marocaine des changes ne leur seront pas opposables.

Ces fonds seront convertis en monnaie marocaine par la Banque du Maroc sur la base du cours acheteur pratiqué par cet Institut au jour de l'opération.

6. Des représentants appropriés de nos deux Gouvernements pourront, en ce qui concerne les Volontaires du Corps de la Paix et le programme du Corps de la Paix au Maroc, conclure les arrangements qui sembleront nécessaires ou souhaitables aux fins de la mise en oeuvre du présent Accord. Les engagements pris par chacun des deux Gouvernements dans le cadre du présent Accord sont subordonnés à la disponibilité des crédits et aux lois de chacun des deux Gouvernements applicables en la matière.

Si ces arrangements recueillent l'agrément de votre Gouvernement, j'ai l'honneur de proposer que la présente lettre et la réponse de votre Gouvernement indiquant son agrément constituent entre nos deux Gouvernements un accord qui prendra effet à la date de la réponse de votre Gouvernement et demeurera en vigueur jusqu'au quatre-vingt-dixième jour qui suivra la date à laquelle l'un des deux Gouvernements aura notifié par écrit à l'autre Gouvernement son intention d'y mettre fin.

Veuillez agréer, Excellence, l'assurance renouvelée de ma très haute considération.

JOHN H. FERGUSON

Son Excellence

MONSIEUR AHMED BALAFREJ,
Ministre des Affaires Etrangères,
Rabat.

Translation

No. 504

RABAT, February 8, 1963

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two governments and to propose the conclusion of the following understandings with respect to the American men and women who volunteer to serve in the Peace Corps and who, at the request of

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your Government, would live and work for periods of time in the territory of Morocco.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Morocco, upon approval of the request, to perform in Morocco tasks mutually agreed upon by our two governments. The Volunteers will work under the immediate supervision of private or governmental organizations in Morocco designated by our two governments. The Government of the United States will provide training to enable the Volunteers to perform their tasks more effectively.

2. The Government of Morocco will accord equitable treatment to the Volunteers and their property, afford them its full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Morocco. Moreover, the Government of Morocco will fully inform and consult with representatives of the Government of the United States with respect to all matters concerning the Volunteers and will cooperate with the aforesaid representatives to the fullest possible extent. The Government of Morocco will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside the Kingdom of Morocco, from all customs duties or other charges on their personal property introduced into Morocco one single time at or shortly after the time of their arrival, and from all other taxes, charges, and fees (including immigration fees), except license fees and taxes or other taxes or charges included in the price of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Morocco will temporarily exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Morocco by the Government of the United States, or any contractor financed by it, for use hereunder. Those duties will remain suspended in that way until the equipment and supplies are reexported or they are paid for purposes of domestic consumption pursuant to the conditions of ordinary law. All such exemptions shall be granted through the departments concerned of the Ministry of Foreign Affairs, which shall be empowered to approve all products and articles to be introduced into Morocco for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Morocco will receive a representative of the Peace Corps and such staff of such representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Morocco. The Government of Morocco will exempt such persons

from all taxes on income derived from their Peace Corps work or sources outside Morocco, and from all other taxes, charges, or fees (including immigration fees), except license fees and taxes or other taxes or charges included in the prices of equipment, supplies and services. The Government of Morocco will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Morocco for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of Morocco will accord personnel of the United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Morocco for their own use as is accorded Volunteers hereunder.

5. The funds introduced into Morocco by the Government of the United States for use hereunder by the Government of the United States or contractors financed by it shall be freely usable for the purposes provided for hereunder, and any restrictions that have been or may be imposed by the Moroccan exchange regulations shall not apply to those funds.

The funds shall be converted into Moroccan currency by the Bank of Morocco on the basis of the buying rate applied by that institution on the day of the transaction.

6. Appropriate representatives of our two governments may make such arrangements with respect to Peace Corps Volunteers and the Peace Corps program in Morocco as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it.

Accept, Excellency, the renewed assurance of my very high consideration.

JOHN H. FERGUSON

His Excellency
AHMED BALAFREJ,
Minister of Foreign Affairs,
Rabat.

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*The Moroccan Ministry of Foreign Affairs to the
American Embassy*

ROYAUME DU MAROC
MINISTÈRE DES
AFFAIRES ÉTRANGÈRES
DIVISION AMÉRIQUE

N° 7-10/MAE

RABAT, le 9 Fev. 1963

Le Ministère des Affaires Etrangères présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et comme suite à la lettre n° 504 en date du 8 février 1963 adressée par Monsieur l'Ambassadeur des Etats Unis d'Amérique à Monsieur le Ministre des Affaires Etrangères au sujet des arrangements relatifs aux Américains et Américaines du Corps de la Paix qui, à la demande de notre Gouvernement doivent travailler au Maroc à l'honneur de lui communiquer le complet accord du Gouvernement de Sa Majesté sur les termes de ladite lettre tels qu'ils sont reproduits ci-dessous.

1. Le Gouvernement des Etats-Unis fournira, à la demande du Gouvernement du Maroc, et après approbation de cette demande, des Volontaires du Corps de la Paix en vue d'accomplir au Maroc des tâches sur lesquelles nos deux Gouvernements se seront mis d'accord. Les Volontaires travailleront sous la surveillance directe d'organismes privés ou gouvernementaux du Maroc désignés par nos deux Gouvernements. Le Gouvernement des Etats-Unis assurera le formation des Volontaires afin de permettre à ces derniers d'accomplir leur tâche d'une manière plus efficace.

2. Le Gouvernement du Maroc accordera aux Volontaires comme à leurs biens un traitement équitable, il leur assurera pleinement et entièrement son aide et sa protection y compris un traitement non moins favorable que celui généralement accordé aux citoyens américains résidant au Maroc. En outre, le Gouvernement du Maroc tiendra pleinement au courant et consultera les représentants du Gouvernement des Etats-Unis sur toutes questions concernant les Volontaires et apportera, dans toute la mesure possible, sa coopération aux dits représentants. Le Gouvernement du Maroc exonérera les Volontaires de tous impôts sur les sommes qu'ils recevront pour subvenir à leurs besoins et sur les revenus dont la source se trouve à l'extérieur du Royaume du Maroc, de tous droits de douane et autres droits sur leurs biens mobiliers introduits au Maroc en une seule fois pour leur usage personnel au moment de leur arrivée ou peu de temps après leur arrivée, et de tous autres impôts, taxes et redevances (y compris les droits d'immigration), à l'exception des droits ou taxes de licences et des impôts ou autres droits compris dans le prix de l'équipement, des fournitures et des services.

3. Le Gouvernement des Etats-Unis fournira aux Volontaires les quantités limitées de matériel et de fournitures que nos deux Gou-

vernements pourront considérer comme devant être fournis par lui, pour permettre aux Volontaires d'accomplir leur tâche d'une manière efficace. Le Gouvernement du Maroc exonérera à titre temporaire de tous impôts, droits de douane et autres droits tout le matériel et toutes les fournitures introduits ou acquis au Maroc par le Gouvernement des Etats-Unis ou par tout contractuel financé par lui, pour utilisation dans le cadre du présent accord.

Ces droits demeurent ainsi suspendus jusqu'à la réexportation des matériels et fournitures ou leur versement à la consommation intérieure dans les conditions de droit commun. Toutes ces exonérations seront accordées par l'intermédiaire des services du Ministère des Affaires Etrangères qui sont habilités à agréer tous les produits et articles appelés à être introduits au Maroc pour utilisation dans le cadre du présent accord.

4. Afin de permettre au Gouvernement des Etats-Unis de s'acquitter de ses obligations conformément aux dispositions du présent Accord, le Gouvernement du Maroc recevra un représentant du Corps de la paix, les collaborateurs de ce représentant ainsi que le personnel d'organismes privés américains remplissant des fonctions dans le cadre du présent Accord en vertu d'un contrat passé avec le Gouvernement des Etats-Unis et qui seront agréés par le Gouvernement du Maroc. Le Gouvernement du Maroc exonérera ces personnes de tous impôts sur les revenus provenant de leur travail au Corps de la paix ou dont la source se trouve à l'extérieur, et de tous autres impôts, taxes et redevances (y compris les droits d'immigration), à l'exception des droits ou taxes de licences et des impôts et autres droits compris dans le prix de l'équipement, des fournitures et des services. Le Gouvernement du Maroc accordera au représentant du Corps de la paix et à ses collaborateurs, en ce qui concerne le paiement des droits de douane et autres droits sur les biens mobiliers introduits au Maroc pour leur usage personnel, le même traitement que celui accordé au personnel de grade ou de rang similaire de l'Ambassade des Etats-Unis. Le Gouvernement du Maroc accordera au personnel des organismes privés américains ayant passé un contrat avec le Gouvernement des Etats-Unis, en ce qui concerne le paiement des droits de douane et autres droits sur les biens mobiliers introduits au Maroc pour leur usage personnel, le même traitement que celui qui est accordé aux Volontaires dans le cadre du présent Accord.

5. Les fonds introduits au Maroc par le Gouvernement des Etats-Unis aux fins d'utilisation en vertu du présent accord par ledit Gouvernement ou par des contractuels financés par lui seront librement utilisables aux fins prévues par le présent accord, et les restrictions qui sont ou pourraient être édictés par la réglementation marocaine des changes ne leur seront pas opposables.

Ces fonds seront convertis en monnaie marocaine par la Banque du Maroc sur la base du cours acheteur pratiqué par cet Institut au jour de l'opération.

6. Des représentants appropriés de nos deux Gouvernements pourront, en ce qui concerne les Volontaires du Corps de la Paix et le programme du Corps de la Paix au Maroc conclure les arrangements qui sembleront nécessaires ou souhaitables aux fins de la mise en oeuvre du présent Accord. Les engagements pris par chacun des deux gouvernements dans le cadre du présent Accord sont subordonnés à la disponibilité des crédits et aux lois de chacun des deux gouvernements applicables en la matière.

Si ces arrangements recueillent l'agrément de votre Gouvernement, j'ai l'honneur de proposer que la présente lettre et la réponse de votre Gouvernement indiquant son agrément constituent entre nos deux Gouvernements un accord qui prendra effet à la date de la réponse de votre Gouvernement et demeurera en vigueur jusqu'au quatre vingt-dixième jour qui suivra la date à laquelle l'un des deux gouvernements aura notifié par écrit à l'autre Gouvernement son intention d'y mettre fin."

Le Ministère des Affaires Etrangères saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique, l'assurance de sa haute considération.

[SEAL]



Translation

KINGDOM OF MOROCCO
MINISTRY OF FOREIGN AFFAIRS
AMERICAN DIVISION

No. 7-10/MAE

RABAT, February 9, 1963

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and, with reference to note No. 504 dated February 8, 1963, from the Ambassador of the United States of America to the Minister of Foreign Affairs regarding the understandings with respect to the American men and women of the Peace Corps who will work in Morocco at the request of our Government, has the honor to inform it of His Majesty's Government's full concurrence with the terms of the aforesaid note, which reads as follows:

[For the English language text, see p. 211.]

TIAS 7297

The Ministry of Foreign Affairs avails itself of this occasion to renew to the Embassy of the United States of America the assurances of its high consideration.

[SEAL]

[Initialed]

[Amending Agreement]

*The Moroccan Minister of Foreign Affairs to the
American Ambassador*

ROYAUME DU MAROC
MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

N° DCEC/1/MAE
1/539

RABAT, le 10 Mars 1972

MONSIEUR L'AMBASSADEUR,

Au cours des diverses discussions qui ont eu lieu entre vous-même, les responsables de l'Administration américaine du Corps de la Paix, d'une part, et les autorités marocaines d'autre part, il a été constaté que l'application de l'accord sur les volontaires américains du Corps de la Paix conclu le 9 Février 1963 entre nos deux Gouvernements soulevait certaines difficultés; il a été convenu au cours de ces discussions qu'aux dispositions des paragraphes 1 et 6, de cet accord seraient substituées les dispositions suivantes:

Paragraphe 1: "Le Gouvernement des Etats-Unis d'Amérique s'efforcera de mettre à la disposition du Gouvernement du Royaume du Maroc, les volontaires du Corps de la Paix que ce dernier estimera devoir lui demander.

Les volontaires dont la candidature est retenue par le Gouvernement du Royaume du Maroc sont dans l'exercice de leurs fonctions, placés sous l'autorité de celui-ci et sont affectés dans des organismes publics ou para-publics marocains, dans les domaines qui sont déterminés par les deux Gouvernements.

Ils reçoivent préalablement à leur mise à la disposition du Gouvernement marocain, la formation nécessaire au bon accomplissement de leur mission: cette formation leur est assurée par le Gouvernement des Etats-Unis."

Paragraphe 6: "Le Gouvernement des Etats Unis d'Amérique prend en charge les frais de voyage aller et retour des volontaires du Corps de la Paix ainsi que les frais de transport de leurs affaires. Il prend également en charge leur rémunération.

TIAS 7297

Le Gouvernement marocain verse aux intéressés un complément de rémunération dont le montant mensuel est égal à 250 DH. Ce complément de rémunération est exclusif de tout autre avantage, à l'exclusion éventuellement des indemnités représentatives de frais."

Ces modifications prendront effet à compter du 1er octobre 1971, le Gouvernement des Etats-Unis d'Amérique prenant à sa charge toutes les sommes encore dûes antérieurement à cette date, aux volontaires du Corps de la Paix.

Je vous serais très obligé de me confirmer l'accord de votre Gouvernement sur ce qui précède.

Je vous prie d'agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

Le Ministre des Affaires Etrangères

Dr. ABDELLATIF FILALI

Dr. Abdellatif Filali

Monsieur l'Ambassadeur
des Etats-Unis d'Amérique
au Maroc
Rabat

Translation

KINGDOM OF MOROCCO
MINISTRY OF FOREIGN AFFAIRS

No. DCEC/1/MAF
1/539

RABAT, March 10, 1972

Mr. AMBASSADOR:

In the course of the various discussions held between you and U.S. Peace Corps officials on the one hand, and Moroccan officials, on the other hand, it was established that application of the agreement on United States Peace Corps Volunteers, concluded February 9, 1963 between our two Governments, gave rise to certain problems, and it was agreed during those discussions that the following provisions would be substituted for the provisions of paragraphs 1 and 6 of that agreement:

[For the English language text, see p. 220.]

These amendments shall enter into force on October 1, 1971. The Government of the United States of America will assume responsibility for any sums owed the Peace Corps Volunteers before that date.

I would be most grateful if you would confirm to me your Government's agreement to the foregoing.

TIAS 7297

Accept, Mr. Ambassador, the assurances of my very high consideration.

Minister of Foreign Affairs

Dr. ABDELLATIF FILALI

Dr. Abdellatif Filali

The Ambassador of the
United States of America,
Rabat.

The American Ambassador to the Moroccan Minister of Foreign Affairs [1]

RABAT, le 10 mars 1972

MONSIEUR LE MINISTRE,

Vous avez bien voulu m'adresser la lettre dont la teneur suit:

"Au cours des diverses discussions qui ont eu lieu entre vous-même, les responsables de l'Administration américaine du Corps de la Paix, d'une part, et les autorités marocaines d'autre part, il a été constaté que l'application de l'accord sur les volontaires américains du Corps de la Paix, conclu le 9 Février 1963 entre nos deux Gouvernements soulevait certaines difficultés; il a été convenu au cours de ces discussions qu'aux dispositions des paragraphes 1 et 6 de cet accord seraient substituées les dispositions suivantes:

Paragraphe 1: "Le Gouvernement des Etats-Unis d'Amérique s'efforcera de mettre à la disposition du Gouvernement du Royaume du Maroc les volontaires du Corps de la Paix que ce dernier estimera devoir lui demander.

Les volontaires dont la candidature est retenue par le Gouvernement du Royaume du Maroc sont dans l'exercice de leurs fonctions placés sous l'autorité de celui-ci et sont affectés dans des organismes publics ou para-publics marocains, dans les domaines qui sont déterminés par les deux Gouvernements.

Ils reçoivent préalablement à leur mise à la disposition, du Gouvernement marocain, la formation nécessaire au bon accomplissement de leur mission: cette formation leur est assurée par le Gouvernement des Etats-Unis."

Paragraphe 6: "Le Gouvernement des Etats-Unis d'Amérique prend en charge les frais de voyage aller et retour des volontaires du Corps de la Paix ainsi que les frais de transport de leurs affaires. Il prend également en charge leur rémunération.

¹ For the English language text, see p. 220.

Le Gouvernement marocain verse aux intéressés un complément de rémunération dont le montant mensuel est égal à 250 DH. Ce complément de rémunération est exclusif de tout autre avantage, à l'exclusion éventuellement des indemnités représentatives de frais."

Ces modifications prendront effet à compter du 1er octobre 1971, le Gouvernement des Etats-Unis d'Amérique prenant à sa charge toutes les sommes encore dûes, antérieurement à cette date, aux volontaires du Corps de la Paix.

Je vous serais très obligé de me confirmer l'accord de votre Gouvernement sur ce qui précède."

J'ai l'honneur de vous confirmer l'accord de mon Gouvernement sur ces dispositions.

Je vous prie d'agréer, Monsieur le Ministre, les assurances de ma très haute considération.

STUART W. ROCKWELL

Stuart W. Rockwell
Ambassadeur

Son Excellence
*Monsieur le Ministre
des Affaires Etrangères
Rabat*

Translation

RABAT, March 10, 1972

MR. MINISTER:

You have sent me a note which reads as follows:

"In the course of the various discussions held between you and U.S. Peace Corps officials, on the one hand, and Moroccan officials, on the other hand, it was established that application of the agreement on United States Peace Corps Volunteers, concluded February 9, 1963 between our two Governments, gave rise to certain problems, and it was agreed during those discussions that the following provisions would be substituted for the provisions of paragraphs 1 and 6 of that agreement:

1. "The Government of the United States of America will endeavor to make available to the Government of the Kingdom of Morocco such Peace Corps Volunteers as the latter may deem necessary to request.

"The Volunteers, whose assignment shall be subject to the approval of the Government of the Kingdom of Morocco, shall be under the authority of the latter Government in the exercise of their duties, and shall be assigned to Moroccan governmental

or paragovernmental organizations, in such fields as may be determined by the two Governments.

"They shall receive, prior to their assignment, such training as may be necessary for the effective accomplishment of their duties; that training will be provided them by the Government of the United States.

6. "The Government of the United States of America will defray the traveling expenses of the Peace Corps Volunteers to and from Morocco, as well as the costs for transportation of their effects. It will also be responsible for their pay.

"The Moroccan Government will pay the persons concerned a supplementary remuneration of 250 dirhams a month. This supplement will be exclusive of any other benefits, except possibly compensation for expenses.

"These amendments shall enter into force on October 1, 1971. The Government of the United States of America will assume responsibility for any sums owed the Peace Corps Volunteers before that date.

"I would be most grateful if you would confirm to me your Government's agreement to the foregoing."

I have the honor to inform you that my Government agrees to these provisions.

Accept, Sir, the assurances of my very high consideration.

STUART W. ROCKWELL

Stuart W. Rockwell
Ambassador

His Excellency
The Minister of Foreign Affairs,
Rabat.

SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Finance: Debt Rescheduling Under Certain Agricultural Commodity and AID Loan Agreements

*Memorandum of agreement relating to agricultural commodities
signed at Belgrade October 15, 1971;*

Entered into force October 15, 1971.

*Memorandum of agreement relating to AID loans signed at
Belgrade October 15, 1971;*

Entered into force March 30, 1972.

With exchange of aide-memoire

Signed at Washington October 1, 1971.

MEMORANDUM OF AGREEMENT BETWEEN THE GOVERN- MENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF YUGOSLAVIA REGARDING THE RE- SCHEDULING OF CERTAIN PAYMENTS UNDER AGRI- CULTURAL COMMODITIES AGREEMENTS

1. Reference is made to the Agricultural Commodities Agreements^[1] between the Government of the United States of America and the Government of Yugoslavia under Title IV of the Agricultural Trade Development and Assistance Act, as amended, ^[2] listed in Annex A attached to this Agreement. Reference is made also to the AIDE MEMOIRE transmitted by the Government of the United States of America on October 1, 1971 and accepted by the Government of Yugoslavia on October 1, 1971 wherein agreement was reached on the rescheduling terms of certain debts of the Government of Yugoslavia.

2. In accordance with the AIDE MEMOIRE cited above, it is agreed that the dollar payment obligations for calendar years 1971 and 1972 as provided for in the agreements listed in Annex A to this Agreement shall be consolidated and paid as follows:

a. Total dollar payments on principal and contractual interest due and payable in 1971 amount to \$32,776,150.31. Payments made thus far in 1971 by the Government of Yugoslavia amount to \$5,799,981.01. The balance of \$26,976,169.30 shall be consolidated and rescheduled under the terms set out in paragraphs b and c below and shall be referred to as the Consolidated Amount.

¹ For citations, see annex A, facing p. 224.

² 80 Stat. 1535; 7 U.S.C. § 1731-1736.

[Footnotes added by the Departments of State.]

Total dollar payments on principal and contractual interest due and payable in 1972 amount to \$32,621,484.24. Ten percent of these payments shall be consolidated and paid on December 31, 1972. The balance of \$29,359,335.82 shall be consolidated and rescheduled under the terms set out in paragraphs b and c below and shall be referred to as the Consolidated Amount.

b. The 1971 Consolidated Amount of \$26,976,169.30 shall be paid in ten equal annual installments beginning December 31, 1973 as shown in column 1 of Annex B. The 1972 Consolidated Amount of \$29,359,335.82 shall be paid in ten equal annual installments beginning December 31, 1974 as shown in column 1 of Annex C.

c. Consolidated Interest shall accrue and be paid annually at the rate of 5 percent per annum beginning January 1, 1972 on the declining balance of the Consolidated Amount of \$26,976,169.30 as shown in column 2 and computed in column 3 of Annex B, payable annually beginning December 31, 1972. Consolidation Interest shall be paid at the rate of 5 percent per annum beginning January 1, 1973 on the declining balance of the Consolidated Amount of \$29,359,335.82 as shown in column 2 and computed in column 3 of Annex C, payable annually beginning December 31, 1973. Interest for any periods under a year that may occur shall be computed on a 365-day year, actual number-of-days' basis.

3. Annex A lists the several Agricultural Commodities Agreements and the amounts due thereunder. Annexes B, C, and D set forth the revised payments resulting from this rescheduling.

4. All payments of the Consolidated Amounts and of Consolidation Interest shall be made on due dates of December 31 during each year of the repayment period. All existing contractual payments from January 1, 1973 are not affected by this Agreement and shall be due and payable on existing contractual due dates.

5. To the extent not amended herein, the terms and conditions of the Agreements listed in Annex A, including all local currency payments, shall remain in full force and effect.

6. All payments under this Agreement shall be made in the same manner as those non-rescheduled payments made under the Agreements listed in Annex A.

7. Done at Belgrade, in duplicate, this fifteenth day of October, 1971.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

WILLIAM LEONHART

*Ambassador of the
United States of America*

FOR THE GOVERNMENT OF YUGOSLAVIA

JANKO SMOLE

Federal Secretary for Finance

ANNEX A

Original Credit Terms (10)

1. annual payments; 1st payment due 12/31/63 on 1962 deliveries, 1st payment 12/31/64 on 1963 deliveries; interest 4% [•]
2. annual payments; 1st payment 12/31/66; interest 3.5% [•]
3. annual payments; 1st payment 12/31/65; interest 4½% [•]
4. annual payments; 1st payment on 1st year's shipment due 12/30/66 and on 2nd year's shipment 5/14/67; interest 3½%
5. annual payments; 1st payment on 1st year's shipment 12/18/65 and on 2nd year's shipment 4/13/66; interest 4%
6. annual payments; 1st payment due 12/31/65; interest 4% [•]
7. annual payments; 1st payment due 12/31/67; interest 3½% [•]
8. payments 1/12 or \$1,000,000.00 whichever is lower; balance in 10 annual payments; 1st payment on first year's shipment due 12/31/67 and on 2nd year's shipment 8/17/68; interest 3.5%
9. payments 1/12 or \$1,000,000.00 whichever is lower; balance in 10 annual payments; 1st payment on 1st year's shipment due 12/31/68 and on 2nd year's shipment 7/2/69; interest 3.5%

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YUGOSLAVIA—PUBLIC LAW 480 LONG-TERM CREDIT AGREEMENTS
SCHEDULE OF PAYMENTS OF CONSOLIDATED PRINCIPAL AND INTEREST
RESCHEDULED FOR PAYMENTS DUE IN CALENDAR YEAR 1971

ANNEX B

Due Dates	Repayment of Consolidated Amount [•]		Payment of Consolidation Interest of 5% per annum On Balance of Consolidated Amount in Column 2 [•]•	Total (Columns 1 + 3)
	(1) Amount Paid	(2) Balance		
December 31, 1972	\$ -0-	\$26,976,169.30	\$1,348,808.47	\$1,348,808.47
December 31, 1973	2,697,616.93	24,278,552.37	1,348,808.47	4,046,425.40
December 31, 1974	2,697,616.93	21,580,935.44	1,213,927.62	3,911,544.55
December 31, 1975	2,697,616.93	18,883,318.51	1,079,046.77	3,776,663.70
December 31, 1976	2,697,616.93	16,185,701.58	944,165.93	3,641,782.86
December 31, 1977	2,697,616.93	13,488,084.65	809,285.08	3,506,902.01
December 31, 1978	2,697,616.93	10,790,467.72	674,404.23	3,372,021.16
December 31, 1979	2,697,616.93	8,092,850.79	539,523.39	3,237,140.32
December 31, 1980	2,697,616.93	5,395,233.86	404,642.54	3,102,259.47
December 31, 1981	2,697,616.93	2,697,616.93	269,761.69	2,967,378.62
December 31, 1982	2,697,616.93	-0-	134,880.85	2,832,497.78
Totals	\$26,976,169.30		\$8,767,255.04	\$35,743,424.34

• Column 3 represents Consolidation Interest at 5% per annum accruing as of January 1, 1972 and payable annually during 1972-1982 based on the outstanding balance of the Consolidated Amount declining in accordance with Column 2.

• For any periods under a year, interest is computed on a 365-day year, number-of-days basis.

• The Consolidated Amount represents the \$32,776,150.31 original contractual amount due in calendar year 1971 less the \$2,331,976.24 received April 13 and May 14, 1971 under the October 28 and 29, 1964 agreements and \$3,468,004.77 unallocated payments received June 30 and July 2, 1971, for a balance of \$26,976,169.30.

TIAS 7298

YUGOSLAVIA—PUBLIC LAW 480 LONG-TERM CREDIT AGREEMENTS
SCHEDULE OF PAYMENTS OF CONSOLIDATED PRINCIPAL AND INTEREST
RESCHEDULED FOR PAYMENTS DUE IN CALENDAR YEAR 1972

ANNEX C

Due Dates	Repayment of Consolidated Amount [•]		Payment of Consolidation Interest of 5% per annum On Balance of Consolidated Amount in Column 2 [b][•]	Totals (Columns 1 + 3)
	(1) Amount Paid	(2) Balance		
December 31, 1973	\$ -0-	\$29,359,335.82	\$1,467,966.79	\$1,467,966.79
December 31, 1974	2,935,933.58	26,423,402.24	1,467,966.79	4,403,900.37
December 31, 1975	2,935,933.58	23,487,468.66	1,321,170.11	4,257,103.69
December 31, 1976	2,935,933.58	20,551,535.08	1,174,373.43	4,110,307.01
December 31, 1977	2,935,933.58	17,615,601.50	1,027,576.75	3,693,510.33
December 31, 1978	2,935,933.58	14,679,667.92	880,780.08	3,816,713.66
December 31, 1979	2,935,933.58	11,743,734.34	733,983.40	3,669,916.98
December 31, 1980	2,935,933.58	8,807,800.76	587,186.72	3,523,120.30
December 31, 1981	2,935,933.58	5,871,867.18	440,390.04	3,376,323.62
December 31, 1982	2,935,933.59	2,935,933.59	293,593.36	3,229,526.95
December 31, 1983	2,935,933.59	-0-	146,796.68	3,082,730.27
Totals	\$29,359,335.82		\$9,541,784.15	\$38,901,119.97

1973-1983 based on the outstanding balance of the Consolidated Amount declining in accordance with Column 2.

* For any periods under a year, interest is computed on a 365-day year, number-of-days' basis.

a The Consolidated Amount in Column 2 represents 90 per cent of \$32,621,484.24 or \$29,359,335.82, consisting of \$26,160,793.77 principal and \$6,460,690.47 interest.

b Column 3 represents Consolidation Interest of 5% per annum accruing as of January 1, 1973 and payable annually during

YUGOSLAVIA—PUBLIC LAW 480 LONG-TERM CREDIT AGREEMENTS **ANNEX D**
PAYMENTS DUE UNDER THE RESCHEDULING FOR CALENDAR YEARS 1971 AND 1972

Due	Combined Payments Before Rescheduling	Consolidated Amounts	Repayment Schedule		Total Due
	(1)	(2)	for 1971 Consol- idated Amount [^a]	for 1972 Consol- idated Amount [^a]	
	(1)	(2)	(3)	(4)	(5)
Calendar Year 1971	\$32,776,150.31	\$26,976,169.30	\$ -0-	\$ -0-	\$5,799,981.01 [^b]
Calendar Year 1972	32,621,484.24	29,359,335.82	1,348,808.47	-0-	4,610,956.89 [^c]
Calendar Year 1973	30,615,976.72 [^d]		4,046,425.40	1,467,966.79	36,130,368.91
Calendar Year 1974	32,034,775.34		3,911,544.55	4,403,900.37	40,350,220.26
Calendar Year 1975	24,778,316.55		3,776,663.70	4,257,103.69	32,812,083.94
Calendar Year 1976	24,008,691.15		3,641,782.86	4,110,307.01	31,760,781.02
Calendar Year 1977	19,567,997.12		3,506,902.01	3,963,510.33	27,038,409.46
Calendar Year 1978	17,846,405.72		3,372,021.16	3,816,713.66	25,035,140.54
Calendar Year 1979	14,255,227.84		3,237,140.32	3,669,916.98	21,162,285.14
Calendar Year 1980	4,370,803.61		3,102,259.47	3,523,120.30	10,996,183.38
Calendar Year 1981	3,431,588.47		2,967,378.62	3,376,323.62	9,775,290.71
Calendar Year 1982	3,321,022.03		2,832,497.78	3,229,526.95	9,383,046.76
Calendar Year 1983	1,520,506.89		-0-	3,082,730.27	4,603,237.16
Totals	\$241,148,945.99	\$56,335,505.12	\$35,743,424.34	\$38,901,119.97	\$259,457,985.18

^a Consolidated Amounts rescheduled under this Agreement are due and payable on December 31 of each year of the repayment period.

^b Represents amounts paid on April 13, May 14, June 30 and July 2, 1971.

^c Includes \$3,262,148.42 or 10 percent of \$32,621,484.24 due in 1972, which is not to be rescheduled.

^d Payments after 1972 which have not been rescheduled under this Agreement are due and payable on the existing contractual due dates of each year beginning with 1973.

MEMORANDUM OF AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF YUGOSLAVIA REGARDING THE RESCHEDULING OF CERTAIN PAYMENTS UNDER VARIOUS AID LOANS

1. Reference is made to the AID loans between the Government of the United States of America and the Government of Yugoslavia, listed in Annex A attached to this Agreement. Reference is also made to the AIDE MEMOIRE transmitted by the Government of the United States of America on October 1, 1971 and accepted by the Government of Yugoslavia on October 1, 1971 wherein agreement was reached on the rescheduling terms of certain debts of the Government of Yugoslavia.

2. In accordance with the AIDE MEMOIRE cited above, it is agreed that the dollar payment obligations as provided for in the agreements ['] listed in Annex A to this Agreement shall be modified as follows:

a. Total dollar payments on principal and contractual interest due and payable in 1971 amount to \$1,590,774.15. Payments made thus far in 1971 by the Government of Yugoslavia amount to \$796,129.61. The balance of \$794,644.54 shall be consolidated and rescheduled under the terms set out in paragraphs b and c below and shall be referred to as the Consolidated Amount.

Total dollar payments on principal and contractual interest due and payable in 1972 amount to \$1,585,494.93. Ten percent of these payments amounting to \$158,549.49 shall be paid as due under the agreements listed in Annex A. The balance of \$1,426,945.44 shall be consolidated and rescheduled under the terms set out in paragraphs b and c below and shall be referred to as the Consolidated Amount.

b. The 1971 Consolidated Amount of \$794,644.54 shall be paid in ten equal annual installments beginning December 31, 1973 as shown in column 1 of Annex B. The 1972 Consolidated Amount of \$1,426,945.44 shall be paid in ten equal annual installments beginning December 31, 1974 as shown in column 1 of Annex C.

c. Consolidation Interest shall accrue and be paid annually at the rate of 5 percent per annum beginning January 1, 1972 on the declining balance of the Consolidated Amount of \$794,644.54 as shown in column 2 and computed in column 3 of Annex B, payable annually beginning December 31, 1972. Consolidation Interest shall accrue and be paid at the rate of 5 percent per annum beginning January 1, 1973 on the declining balance of the Consolidated Amount of \$1,426,945.44 as shown in column 2 and computed in column 3 of Annex C, payable annually beginning December 31, 1973. Interest

¹ Not printed. [Footnote added by the Department of State.]

for any periods under a year that may occur shall be computed on a 365-day year, actual number-of-days' basis.

3. Annex A lists the several AID loans, and the amounts due thereunder. Annexes B, C, and D set forth the revised payments resulting from this rescheduling.

4. All payments of the Consolidated Amounts and of Consolidation Interest shall be made on due dates of December 31, during each year of the repayment period. Payment of the 10 percent unrescheduled amount for 1972 as stipulated in paragraph 2a above shall be made on existing contractual due dates. All existing contractual payments from January 1, 1973 are not affected by this Agreement and shall be due and payable on existing contractual due dates.

5. This Agreement shall be deemed to be a contract made under the laws of the District of Columbia, United States of America and shall be governed by and construed in accordance with the laws of the District of Columbia, United States of America.

6. This Agreement shall become effective only after the Government of Yugoslavia furnishes to the Government of the United States, in the form and substance satisfactory to the Government of the United States, a legal opinion of the Secretary of the Federal Executive Council of Yugoslavia or of other counsel acceptable to the Government of the United States, that this Agreement has been duly authorized or ratified by and executed and delivered on behalf of the Government of Yugoslavia and constitutes a valid and binding obligation of the Government of Yugoslavia in accordance with its terms.¹

7. To the extent not amended herein, the terms and conditions of the Agreements listed in Annex A, including all local currency payments, shall remain in full force and effect.

8. All payments under this Agreement shall be made in the same manner as those unrescheduled payments made under the Agreements listed in Annex A.

9. Done at Belgrade, in duplicate, this fifteenth day of October, 1971.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

WILLIAM LEONHART

*Ambassador of the
United States of America*

FOR THE GOVERNMENT OF YUGOSLAVIA

JANKO SMOLE

Federal Secretary for Finance

¹ Mar. 30, 1972. [Footnote added by the Department of State.]

YUGOSLAVIA—AID AGREEMENTS
DOLLAR PAYMENTS FALLING DUE IN CALENDAR YEARS 1971 AND 1972

TIAS 7298

ANNEX A

Agreement Identification		Payments Due in 1971			Payments Due in 1972			Original Credit Terms	
Date and No.	Purpose	Principal	Interest	Total	Principal	Interest	Total		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	
1. 158-A-008 Jan. 8, 1959	Fertilizer Plant	\$332,463.93	\$173,736.33	\$506,200.26	\$351,000.84	\$155,192.40	\$506,200.24	Repayable in 39 semi-annual installments beginning 12/1/59; interest 5½%; dollar payments shown in this Annex represent 25% of principal and interest due (balance in local currency).	
2. 158-A-013 Dec. 17, 1959	Hydroelectric power	-	94,076.66	94,076.66	-	89,021.33	89,021.33	Repayable in 49 semi-annual installments beginning 1/27/62; interest 3¼%; payments shown in this Annex represent 25% of interest payments due (balance of interest and 100% of principal in local currency).	
3. 158-A-014 June 23, 1960	Diesel Locomotives	297,388.03	53,320.34	350,659.27	307,836.85	42,759.91	350,596.76	Repayable in 30 semi-annual installments beginning 6/19/61; interest 3¼%; payments shown in this Annex represent 25% of principal and interest due (balance in local currency).	
4. 158-A-018 Sept. 16, 1960	Plastics, chemicals	475,062.41	164,775.55	639,837.96	502,771.17	136,405.43	639,176.60	Repayable in 30 semi-annual installments beginning 8/8/61; interest 5¼%; payments shown in this Annex represent 25% of principal and interest payments (balance in local currency).	
Total		\$1,104,865.27	\$485,908.88	\$1,590,774.15	\$1,161,608.86	\$423,886.07	\$1,585,494.93		
Not subject to rescheduling		\$45,522.25 [a]	250,607.36 [a]	796,129.61 [a]	116,160.86 [b]	42,268.61 [b]	158,549.49 [b]		
Subject to rescheduling		\$550,343.02	\$235,301.52	\$794,644.54	\$1,045,447.98	\$381,497.46	\$1,426,945.44		

* Represents payments already made in 1971. These payments are listed in footnote [b] of Annex D.

^b Represents 10 per cent of total payments due in 1972 which are not subject to rescheduling.

**YUGOSLAVIA—REVISED SCHEDULE OF
DOLLAR PAYMENTS ON AID LOANS DUE IN CALENDAR 1971**

ANNEX B

Due Dates	Repayment of Consolidated Amount (•)		Payment of Consolidation Interest at 5 % per annum on Balance of Consolidated Amount in Column 2 ^b [•]		Total (Columns 1 + 3)
	(1) Amount Paid	(2) Balance	(3)	(4)	
December 31, 1972	\$ -0-	\$794,644.54	\$39,732.23	\$ 39,732.23	
December 31, 1973	79,464.45	715,180.09	39,732.23	119,196.68	
December 31, 1974	79,464.45	635,715.64	35,759.00	115,223.45	
December 31, 1975	79,464.45	556,251.19	31,785.78	111,250.23	
December 31, 1976	79,464.45	476,786.74	27,812.56	107,277.01	
December 31, 1977	79,464.45	397,322.29	23,839.34	103,303.79	
December 31, 1978	79,464.45	317,857.84	19,866.11	99,330.56	
December 31, 1979	79,464.46	238,393.38	15,892.89	95,357.35	
December 31, 1980	79,464.46	158,928.92	11,919.67	91,384.13	
December 31, 1981	79,464.46	79,464.46	7,946.45	87,410.91	
December 31, 1982	79,464.46	-0-	3,973.22	83,437.68	
Totals	\$794,644.54		\$258,259.48		\$1,052,904.02

^b Column 3 represents Consolidation Interest at 5 percent per annum accruing as of January 1, 1972 and payable annually during 1972-1982 based on the outstanding balance of the Consolidated Amount declining in accordance with Column 2.

^c For any periods under a year, interest is computed on a 365-day year, number-of-days' basis.

^a The Consolidated Amount represents total payments due in 1971 of \$1,590,774.15 less \$796,129.61 paid, leaving a balance of \$794,644.54 consisting of \$559,343.02 principal and \$235,301.52 interest.

YUGOSLAVIA—REVISED SCHEDULE OF
DOLLAR PAYMENTS ON AID LOANS DUE CALENDAR YEAR 1972

ANNEX C

Due Dates	Repayment of Consolidated Amount [•]		Payment of Consolidation Interest at 5% per annum on Balance of Consolidated Amount in Column 2 [•][•]		Total (Columns 1 + 3)
	(1) Amount Paid	(2) Balance	(3)	(4)	
December 31, 1973	\$ -0-	\$1,426,945.44	\$71,347.27	\$71,347.27	
December 31, 1974	142,694.54	1,284,250.90	71,347.27	214,041.81	
December 31, 1975	142,694.54	1,141,556.36	64,212.55	206,907.09	
December 31, 1976	142,694.54	998,861.82	57,077.82	199,772.36	
December 31, 1977	142,694.54	856,167.28	49,943.09	192,637.63	
December 31, 1978	142,694.54	713,472.74	42,808.36	185,502.90	
December 31, 1979	142,694.54	570,778.20	35,673.64	178,368.18	
December 31, 1980	142,694.55	428,083.65	28,538.91	171,233.46	
December 31, 1981	142,694.55	285,389.10	21,404.18	164,098.73	
December 31, 1982	142,694.55	142,694.55	14,269.46	156,964.01	
December 31, 1983	142,694.55	-0-	7,134.73	149,829.28	
Totals	\$1,426,945.44		\$463,757.28	\$1,890,702.72	

* The Consolidated Amount represents total payments due in 1972 of \$1,585,494.93, of which 90 percent is \$1,426,945.44, consisting of \$1,045,447.97 principal and \$381,497.47 interest.

† Column 3 represents Consolidation Interest of 5 percent per annum accruing as of January 1, 1973, and payable annually during 1973-1983 based on the outstanding balance of the Consolidated Amount declining in accordance with Column 2.

‡ For any periods under a year, interest is computed on a 365-day year, number-of-days' basis.

**YUGOSLAVIA—REVISED SCHEDULE OF
DOLLAR PAYMENTS ON AID LOANS DUE IN CALENDAR YEARS 1971 AND 1972**

ANNEX D

	Combined Payments Before Rescheduling		Consolidated Amounts	Repayment Schedule for 1971 Consoli- dated Amounts [•]		Repayment Schedule for 1972 Consoli- dated Amount [•]		Total Due
	(1)			(2)	(3)	(4)	(5)	
Calendar Year 1971	\$1,590,774.15		\$794,644.54	\$	-0-	\$	-0-	\$796,129.61 ^(b)
Calendar Year 1972	1,585,494.93		1,426,945.44		39,732.23		-0-	198,281.72 ^(c)
Calendar Year 1973	1,580,324.65 ^(d)				119,196.68		71,347.27	1,770,868.60
Calendar Year 1974	1,574,926.54				115,223.45		214,041.81	1,904,191.80
Calendar Year 1975	1,569,239.66				111,250.23		206,907.09	1,887,396.98
Calendar Year 1976	893,124.67				107,277.01		199,772.36	1,200,174.04
Calendar Year 1977	567,303.64				103,303.79		192,637.63	863,245.06
Calendar Year 1978	561,097.29				99,330.56		185,502.90	845,930.75
Calendar Year 1979	48,496.13				95,357.35		178,368.18	322,221.66
Calendar Year 1980	41,857.08				91,384.13		171,233.46	304,474.67
Calendar Year 1981	34,983.64				87,410.91		164,098.73	286,493.28
Calendar Year 1982	27,867.51				83,437.68		156,964.01	268,269.20
Calendar Year 1983	20,500.15				-0-		149,829.28	170,329.43
Total	\$10,095,990.04 ^(e)		\$2,221,589.98		\$1,052,904.02		\$1,890,702.72	\$10,818,006.80

^a Consolidated Amounts rescheduled under this Agreement are due and payable on December 31 of each year of the repayment period.

^b Consists of the following payments made in 1971:

Loan	Principal	Interest	Total	When Paid
158-A-008	\$163,977.28	\$89,122.86	\$253,100.13	June 3
158-A-013	—	47,608.94	47,608.94	January 27
158-A-014	147,379.89	27,980.99	175,360.88	June 23
158-A-018	294,163.08	85,834.68	319,997.66	February 9
Totals	\$545,522.25	\$250,607.36	\$796,129.61	

No further payments are due in 1971 under this Agreement.

^c Consists of \$158,549.49 representing the 10 percent unscheduled amounts due and payable in 1972 on contractual due dates, and \$39,732.23 in payment of Consolidated Interest on the 1971 Consolidated Amount on December 31, 1972.

^d Payments after 1972 which have not been rescheduled under this Agreement are due and payable on the existing contractual due dates of each year beginning with 1973.

^e Loan 158-A-013, service on which is included in column 1, is not fully disbursed; when fully disbursed, future interest payments will be somewhat higher than shown in column 1 (all principal payments on this loan are due in local currency).

[EXCHANGE OF AIDE-MEMOIRE]

Aide-Memoire

1. In accordance with the understandings reached with Finance Minister Smole during his discussions with United States Government officials in Washington (April 12 to 16, 1971), the United States Government is prepared to consolidate and reschedule portions of certain payments totaling \$68,573,903.63, representing principal and contractual interest dollar payments due in calendar years 1971 and 1972 on Public Law 480, Title IV agreements and on loans extended by AID and its predecessor agencies. The payments due on PL-480 and AID account shall be consolidated and rescheduled separately. Local currency payments if any due to these agencies are not affected by this Agreement. The total dollar payments due and payable in these two years to both agencies which shall be consolidated and rescheduled amount to \$58,557,095.10.

Tables summarizing the payments subject to consolidation and rescheduling are appended to this Aide-Memoire.

2. The following terms are to be applied to this rescheduling:

a. Payments to be Rescheduled

All dollar payments due in calendar years 1971 and 1972 on PL-480, Title IV agreements and on loans extended by AID and its predecessor agencies shall be rescheduled except: (1) dollar payments of principal and contractual interest made by the Government of Yugoslavia through July 2, 1971 totaling \$6,596,110.62; and (2) 10 percent of principal and contractual interest dollar payments due on PL-480 and AID account in 1972 totaling \$3,420,697.91. The aggregate excepted from rescheduling therefore is \$10,016,808.53.

b. Repayments of Consolidated Amounts

Payments of principal and contractual interest to be rescheduled under paragraph a shall be consolidated separately in calendar years 1971 and 1972 and shall be termed respectively the Consolidated Amount for the calendar year of 1971 and the Consolidated Amount for the calendar year of 1972. The resulting Consolidated Amount for the calendar year of 1971 is to be repaid in ten equal consecutive annual installments beginning December 31, 1973 and terminating December 31, 1982. The resulting Consolidated Amount for the calendar year of 1972 is to be repaid in ten equal consecutive annual installments beginning December 31, 1974 and terminating December 31, 1983.

c. Consolidation Interest

The Consolidation Interest rate to be applied on the Consolidated Amounts shall be 5 percent per annum payable annually. Consolidation Interest shall begin to accrue on the 1971 Consolidated Amount on January 1, 1972 with the first payment due and payable on December 31, 1972. Consolidation Interest shall begin to accrue on the 1972 Consolidated Amount on January 1, 1973 with the first payment due and payable on December 31, 1973. Interest for any periods under a year that may occur will be computed on a 365-day year, actual number-of-days' basis.

3. The Government of Yugoslavia will make every possible effort to obtain financial assistance on satisfactory terms from other major creditors. The Government of the U.S. retains the right to consult with the Government of Yugoslavia on the terms of this rescheduling if, in the judgment of the Government of the United States, such efforts are not successful.

4. This rescheduling shall become operative after the Governments of Yugoslavia and the United States have executed Memoranda of Agreement, separately for PL-480 and AID credits, outlining the details of the consolidation and rescheduling of dollar debts owed respectively to the Department of Agriculture and the Agency for International Development.

5. The United States Government asks that the Government of Yugoslavia confirm its acceptance of the terms proposed herein and its concurrence in the amounts owing on the subject debts. Thereafter, the United States Embassy in Belgrade will provide the appropriate documents to effect the rescheduling of the particular debts described herein.

PHILIP H. TREZISE

Enclosures:

1. Annex A
2. Annex B

DEPARTMENT OF STATE,
WASHINGTON, *October 1, 1971*

TIAS 7298

ANNEX A

**SUMMARY OF RESCHEDULING ON YUGOSLAVIA'S
PL-480 AND AID DOLLAR OBLIGATIONS IN
CALENDAR YEARS 1971 AND 1972
(In dollars)**

A. <u>Total Payments Due:</u>	
1. <u>1971</u>	
a. PL-480	32, 776, 150. 31
b. AID	1, 590, 774. 15
c. Sub-total	<u>34, 366, 924. 46</u>
2. <u>1972</u>	
a. PL-480	32, 621, 484. 24
b. AID	1, 585, 494. 93
c. Sub-total	<u>34, 206, 979. 17</u>
3. <u>Total Due 1971 and 1972</u>	
a. PL-480	65, 397, 634. 55
b. AID	3, 176, 269. 08
c. Sub-total	<u>68, 573, 903. 63</u>
B. <u>Unrescheduled Payments</u>	
1. <u>PL-480</u>	
a. payments already made in 1971	5, 799, 981. 01
b. 10 percent of 1972 payments	3, 262, 148. 42
c. Sub-total	<u>9, 072, 129. 43</u>
2. <u>AID</u>	
a. payments already made in 1971	796, 129. 61
b. 10 percent of 1972 payments	158, 549. 49
c. Sub-total	<u>954, 679. 10</u>
3. <u>PL-480 plus AID</u>	
a. PL-480	9, 062, 129. 43
b. AID	954, 679. 10
c. Sub-total	<u>10, 016, 808. 53</u>
C. <u>Payments to be Consolidated and Rescheduled (A-B)</u>	
a. PL-480	56, 335. 505. 12
b. AID	2, 221, 589. 98
c. Sub-total	<u>58, 557, 095. 10</u>

**YUGOSLAVIA—REVISED SCHEDULE OF PAYMENTS
RESULTING FROM RESCHEDULING OF CERTAIN DOLLAR
PAYMENTS DUE IN CALENDAR YEARS 1971 AND 1972**

ANNEX B

Due	Existing Schedule of Dollar Payments			Repayment Schedule for 1971 and 1972 Consolidated Amounts [•]			Revised Schedule of Dollar Payments After 1971 and 1972 Rescheduling		
	(1) PL-480	(2) AID	(3) Total (1+2)	(4) PL-480	(5) AID	(6) Total (4+5)	(7) PL-480	(8) AID	(9) Total (7+8)
Calendar Year 1971	\$32,776,150.31	\$1,590,774.15	\$34,366,924.46	\$ -0-	\$ -0-	\$ -0-	\$5,790,981.01	\$798,120.61	\$6,590,101.62 ^(b)
Calendar Year 1972	32,621,484.24	1,585,494.93	34,206,979.17	1,348,808.47	39,732.23	1,388,540.70	4,610,956.89	198,281.72	4,809,238.61 ^(c)
Calendar Year 1973	30,615,976.72 ^(d)	1,580,324.65	32,196,301.37	8,514,362.19	190,543.95	8,704,906.14	36,130,358.91	1,770,868.00	37,901,227.51
Calendar Year 1974	32,034,775.34	1,574,928.54	33,609,701.88	8,315,444.92	329,265.26	8,644,710.18	40,350,220.25	1,904,191.80	42,254,412.06
Calendar Year 1975	24,778,310.55	1,569,230.66	26,347,541.21	8,033,767.39	318,157.32	8,351,924.71	32,812,083.94	1,887,396.98	34,699,480.92
Calendar Year 1976	24,008,691.15	893,124.67	24,901,815.82	7,752,080.87	307,049.37	8,059,130.24	31,760,781.02	1,200,174.04	32,960,955.06
Calendar Year 1977	19,567,997.12	567,303.64	20,135,300.76	7,470,412.34	295,941.42	7,766,353.76	27,038,409.46	843,245.06	27,901,654.52
Calendar Year 1978	17,846,405.72	561,037.29	18,407,503.01	7,188,734.82	284,833.46	7,473,568.28	25,035,140.54	845,930.75	25,881,071.29
Calendar Year 1979	14,255,227.64	45,498.13	14,308,723.97	6,907,057.30	273,725.53	7,180,782.83	21,162,285.14	322,221.66	21,484,506.80
Calendar Year 1980	4,370,803.61	41,857.08	4,412,660.69	6,625,379.77	262,617.59	6,887,997.36	10,996,183.38	304,474.67	11,300,658.05
Calendar Year 1981	3,431,598.47	34,963.64	3,466,562.11	6,343,702.24	251,509.64	6,595,211.88	9,775,290.71	296,493.28	10,061,783.99
Calendar Year 1982	3,321,022.03	27,867.51	3,348,889.54	6,062,024.73	240,401.69	6,302,426.42	9,383,040.76	268,269.20	9,651,315.96
Calendar Year 1983	1,520,506.89	29,500.15	1,541,007.04	3,082,730.27	149,829.28	3,232,559.55	4,603,237.16	170,329.43	4,773,566.59
Totals	\$241,148,945.99	\$10,095,990.04	\$251,244,936.03	\$74,644,544.31	\$2,943,606.74	\$77,588,151.05	\$259,457,965.18	\$10,818,006.80	\$270,275,991.98

• Consolidated Amounts rescheduled under this Agreement are due and payable on December 31 of each year of the repayment period.

• Represents payments made through July 2, 1971.

• Represents 10 percent unrescheduled amounts in 1972 totaling \$3,420,607.91 plus Consolidation Interest due and payable in 1972 on the rescheduling of the 1971 Consolidated Amounts totaling \$1,388,540.70.

• All payments that are not rescheduled are due on the existing contractual due dates except that the 10 percent of payments due on PL-480 account in 1972 are due and payable on the rescheduling repayment date of December 31 for that year.

TIAS 7298

Aide-Memoire

1. The Government of the Socialist Federal Republic of Yugoslavia acknowledges the receipt of the Aide Memoire of the Government of the United States of America, dated October 1, 1971, outlining the agreement reached on rescheduling payments in calendar years 1971 and 1972 on Public Law 480, Title IV agreements and on loans extended by AID and its predecessors agencies.
2. The Government of the Socialist Federal Republic of Yugoslavia confirms herewith its acceptance of the terms proposed in the Aide Memoire mentioned above and its concurrence in the amounts owing on the subject debts described therein.

WASHINGTON, D.C., *October 1, 1971*

JANKO SMOLE

THAILAND

Trade in Cotton Textiles

*Agreement effected by exchange of notes
Signed at Bangkok March 16, 1972;
Entered into force March 16, 1972.*

*The American Ambassador to the Thai Under-Secretary of State,
Ministry of Foreign Affairs*

No. 397

BANGKOK, March 16, 1972

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments concerning the export of cotton textiles from Thailand to the United States. As a result of these discussions, I have the honor to propose the following agreement:

1. The term of this agreement shall be from April 1, 1972 through March 31, 1977. During that term the Royal Thai Government shall limit annual exports of cotton textiles from Thailand to the United States to aggregate, group and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the 12-month period beginning April 1, 1972, the aggregate limit shall be 15,000,000 square yards equivalent.

3. Within the aggregate limit, the following group limits shall apply for the first agreement year:

	<u>In Square Yards Equivalent</u>
Group I. Yarn, fabric, made-ups, and miscellaneous (Categories 1-38 and 64)	7, 500, 000
Group II. Apparel (Categories 39-63)	7, 500, 000

4. (a) Within the limit for Group I, the following specific limits shall apply for the first agreement year :

<u>Category</u>	<u>Limit</u>	
	<u>In Units</u>	<u>Equivalent square yards</u>
9/10	1,875, 000 syds.	1, 875, 000
15/16	750, 000 syds.	750, 000
18/19	1,875, 000 syds.	1, 875, 000
22/23	1,125, 000 syds.	1, 125, 000
26/27 (of which, not more than 1,000,000 syds. shall be in duck)	1,500, 000 syds.	1, 500, 000
64	81,522 pounds	375,000

(b) Within the limit for Group II, the following specific limits shall apply for the first agreement year :

<u>Category</u>	<u>Limit</u>	
	<u>In Units</u>	<u>Equivalent square yards</u>
43	48, 000 doz.	347, 000
45	20, 000 doz.	444, 000
46	18, 000 doz.	440, 000
47	15, 800 doz.	350, 000
48	9, 000 doz.	450, 000
49	14, 000 doz.	455, 000
50	25, 000 doz.	445, 000
51	25, 000 doz.	445, 000
52	27, 000 doz.	392, 000
53	7, 700 doz.	348, 000
54	14, 000 doz.	350, 000
55	6, 800 doz.	347, 000
60	38, 000 doz.	1, 975, 000
62	76, 087 lbs.	350, 000
63	76, 087 lbs.	350, 000

5. Within the aggregate limit, the limit for Group I may be exceeded by not more than 10 percent and the limit for Group II may be exceeded by not more than 5 percent. Within the applicable group limit, as it may be adjusted under this provision, specified limits may be exceeded by 5 percent.

6. Categories not given specific limits are subject to consultation levels and to the group and aggregate limits. In the event the Royal Thai Government desires to export to the United States in any category during any agreement year in excess of the consultation level, it shall request consultations with the Government of the United States of America on this question. The Government of the United States of America shall agree to enter into such consultations and, during the course thereof, shall provide the Royal Thai Government with information on the condition of the United States market in the category in question. Until agreement on a different level of exports is reached, the Royal Thai Government shall limit its exports in the category in

question to the consultation level. The consultation levels, in square yards equivalent, for the first agreement year, are as follows:

Group I (Categories 1-38 and 64)	500,000
Group II (Categories 39-63)	350,000

7. The Royal Thai Government shall use its best efforts to space exports from Thailand to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

8. In the second and succeeding agreement years for which this agreement is in force, the level of exports permitted under each limitation shall be increased by 5 percent of the corresponding levels for the preceding agreement year, the latter levels not to include any adjustments under paragraph 5 and paragraph 9.

9. (a) For any agreement year immediately following a year of shortfall (i.e., a year in which cotton textile exports from Thailand to the United States were below the aggregate limit and any group and specific limits applicable to the category concerned) the Royal Thai Government may permit exports to exceed these limits by carry-over in the following amounts and manner:

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either 5 percent of the aggregate limit or 5 percent of the applicable group limit in the year of the shortfall; and

(ii) In the case of shortfalls in the categories subject to specific limits, the carryover shall not exceed 5 percent of the specific limit in the year of the shortfall, and shall be used in the same category in which the shortfall occurred; and

(iii) In the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the group in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 5 and shall not be used to exceed the limits in paragraph 6 of this agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

(c) The carryover shall be in addition to the exports permitted in paragraph 5.

10. Each Government shall take appropriate measures of export or import control, as applicable, to implement the limitation provisions of this agreement.

11. The two Governments recognize that the successful implementation of this agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Royal Thai Government with

monthly data on imports of cotton textiles from Thailand. The Royal Thai Government shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles from Thailand to the United States. Each Government agrees to supply promptly any other relevant and readily available statistical data requested by the other Government.

12. In the implementation of this agreement, the system of categories and the rates of conversion into square yard equivalents listed in Annex A hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles, done at Geneva on February 9, 1962, as extended, [1] is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

13. The Government of the United States of America and the Royal Thai Government agree to consult on any question arising in the implementation of this agreement.

14. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement including differences in points of procedures or operation.

15. If the Royal Thai Government considers that, as a result of limitations specified in this agreement, Thailand is being placed in an inequitable position vis-a-vis a third country, the Royal Thai Government may request consultation with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of this agreement.

16. During the term of this agreement, the Government of the United States of America will not request restraint on the export of cotton textiles from Thailand to the United States under the provisions of Articles 3 and 6 (c) of the Long-Term Arrangement. The applicability of the Long-Term Arrangement to trade in cotton textiles between Thailand and the United States shall otherwise be unaffected by this agreement.

17. Either Government may at any time propose revisions in the terms of this agreement. Each Government agrees to consult promptly with the other Government about such proposals with a view to making such revisions to the present agreement, or taking such other appropriate action, as may be mutually agreed upon.

18. Either Government may terminate this agreement, effective at the end of an agreement year, by written notice to the other Government to be given at least 90 days prior to the end of such agreement year.

¹ TIAS 5240, 6940; 13 UST 2672; 21 UST 1970.

If these proposals are acceptable to your Government, this note and your note of acceptance on behalf of the Royal Thai Government shall constitute an agreement between our two Governments.

Accept, Sir, the renewed assurances of my highest consideration.

LEONARD UNGER

His Excellency

CHARUNPHAN ISARANGKUN NA AYUTHAYA,
Under-Secretary of State,
Ministry of Foreign Affairs,
Bangkok.

ANNEX A

Category Number	Description	Conversion Factor	Unit of measure
SECTION I			
1	Cotton yarn, carded, singles	4.6	Lb.
2	Cotton yarn, carded, plied	4.6	Lb.
3	Cotton yarn, combed, singles	4.6	Lb.
4	Cotton yarn, combed, plied	4.6	Lb.
5	Gingham, carded	1.0	Syd.
6	Gingham, combed	1.0	Syd.
7	Velveteen	1.0	Syd.
8	Corduroy	1.0	Syd.
9	Sheeting, carded	1.0	Syd.
10	Sheeting, combed	1.0	Syd.
11	Lawn, carded	1.0	Syd.
12	Lawn, combed	1.0	Syd.
13	Voile, carded	1.0	Syd.
14	Voile, combed	1.0	Syd.
15	Poplin and Broadcloth, carded	1.0	Syd.
16	Poplin and Broadcloth, combed	1.0	Syd.
17	Typewriter ribbon cloth	1.0	Syd.
18	Print cloth, shirting type, 80 x 80 type, carded	1.0	Syd.
19	Print cloth, shirting type, other than 80 x 80 type, carded	1.0	Syd.
20	Shirting Jacquard or dobby, carded	1.0	Syd.
21	Shirting, Jacquard or dobby, combed	1.0	Syd.
22	Twill and sateen, carded	1.0	Syd.
23	Twill and sateen, combed	1.0	Syd.
24	Woven fabric, n.e.s., yarn-dyed, carded	1.0	Syd.
25	Woven fabric, n.e.s., yarn-dyed, combed	1.0	Syd.
26	Woven fabric, n.e.s., other, carded	1.0	Syd.
27	Woven fabric, n.e.s. other, combed	1.0	Syd.
28	Pillowcases, carded	1.084	No.
29	Pillowcases, combed	1.084	No.
30	Towels, dish	.348	No.
31	Towels, other	.348	No.
32	Handkerchiefs, whether or not in the piece	1.66	Doz.
33	Table damask and manufactures	3.17	Lb.
34	Sheets, carded	6.2	No.

TIAS 7299

Category Number	Description	Conversion Factor	Unit of measure
35	Sheets, combed	6.2	No.
36	Bedspreads and quilts	6.9	No.
37	Braided and woven elastic	4.6	Lb.
38	Fishing nets and fish netting	4.6	Lb.
39	Gloves and mittens	3.527	Dpr.
40	Hose and half hose	4.6	Dpr.
41	T-shirts, all white, knit, men's and boys'	7.234	Doz.
42	T-shirts, other knit	7.234	Doz.
43	Shirts, knit, other than T-shirts and sweatshirts	7.234	Doz.
44	Sweaters and cardigans	36.8	Doz.
45	Shirts, dress, not knit, men's and boys'	22.186	Doz.
46	Shirts, sport, not knit, men's and boys'	24.457	Doz.
47	Shirts, work, not knit, men's and boys'	22.186	Doz.
48	Raincoats, $\frac{3}{4}$ length or longer, not knit	50.0	Doz.
49	Coats, other, not knit	32.5	Doz.
50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	17.797	Doz.
51	Trousers, slacks and shorts (outer), not knit, women's, girls' and infants'	17.797	Doz.
52	Blouses, not knit	14.53	Doz.
53	Dresses, (including uniforms) not knit	45.3	Doz.
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	25.0	Doz.
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, housecoats, and dusters, not knit	51.0	Doz.
56	Undershirts, knit, men's and boys'	9.2	Doz.
57	Briefs and undershorts, men's and boys'	11.25	Doz.
58	Drawers, shorts, and briefs knit, n.e.s.	5.0	Doz.
59	All other underwear, not knit	16.0	Doz.
60	Pajamas and other nightwear	51.96	Doz.
61	Brassieres and other body-supporting garments	4.75	Doz.
62	Wearing apparel, knit, n.e.s.	4.6	Lb.
63	Wearing apparel, not knit, n.e.s.	4.6	Lb.
64	All other cotton textiles	4.6	Lb.

*The Thai Under-Secretary of State for Foreign Affairs in Charge of
the Ministry of Foreign Affairs to the American Ambassador*

MINISTRY OF FOREIGN AFFAIRS
SARANROM PALACE

No. 0501/8930

16th March, B.E. 2515 [1972]

EXCELLENCY,

I have the honor to acknowledge the receipt of your Note of March 16, 1972 relating to the export of cotton textiles from Thailand to the United States of America, which reads as follows:

"I have the honor to refer to recent discussions between representa-

TIAS 7290

tives of our two Governments concerning the export of cotton textiles from Thailand to the United States. As a result of these discussions, I have the honor to propose the following agreement:

1. The term of this agreement shall be from April 1, 1972 through March 31, 1977. During that term the Royal Thai Government shall limit annual exports of cotton textiles from Thailand to the United States to aggregate, group and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the 12-month period beginning April 1, 1972, the aggregate limit shall be 15,000,000 square yards equivalent.

3. Within the aggregate limit, the following group limits shall apply for the first agreement year:

	<u>In Square Yards Equivalent</u>
Group I. Yarn, fabric, made-ups, and miscellaneous (Categories 1-38 and 64)	7, 500, 000
Group II. Apparel (Categories 39-63)	7, 500, 000

4. (a) Within the limit for Group I, the following specific limits shall apply for the first agreement year:

<u>Category</u>	<u>In Units</u>	<u>Limit</u> <u>Equivalent square yards</u>
9/10	1, 875, 000 syds.	1, 875, 000
15/16	750, 000 syds.	750, 000
18/19	1, 875, 000 syds.	1, 875, 000
22/23	1, 125, 000 syds.	1, 125, 000
26/27 (of which, not more than 1,000,000 syds. shall be in duck)	1, 500, 000 syds.	1, 500, 000
64	81, 522 pounds	375, 000

(b) Within the limit for Group II, the following specific limits shall apply for the first agreement year:

<u>Category</u>	<u>In Units</u>	<u>Limit</u> <u>Equivalent square yards</u>
43	48, 000 doz.	347, 000
45	20, 000 doz.	444, 000
46	18, 000 doz.	440, 000
47	15, 800 doz.	350, 000
48	9, 000 doz.	450, 000
49	14, 000 doz.	455, 000
50	25, 000 doz.	445, 000
51	25, 000 doz.	445, 000
52	27, 000 doz.	392, 000
53	7, 700 doz.	348, 000
54	14, 000 doz.	350, 000
55	6, 800 doz.	347, 000
60	38, 000 doz.	1, 975, 000
62	76, 087 lbs.	350, 000
63	76, 087 lbs.	350, 000

TIAS 7299

5. Within the aggregate limit, the limit for Group I may be exceeded by not more than 10 percent and the limit for Group II may be exceeded by not more than 5 percent. Within the applicable group limit, as it may be adjusted under this provision, specified limits may be exceeded by 5 percent.

6. Categories not given specific limits are subject to consultation levels and to the group and aggregate limits. In the event the Royal Thai Government desires to export to the United States in any category during any agreement year in excess of the consultation level, it shall request consultations with the Government of the United States of America on this question. The Government of the United States of America shall agree to enter into such consultations and, during the course thereof, shall provide the Royal Thai Government with information on the condition of the United States market in the category in question. Until agreement on a different level of exports is reached, the Royal Thai Government shall limit its exports in the category in question to the consultation level. The consultation levels, in square yards equivalent, for the first agreement year, are as follows:

Group I (Categories 1-38 and 64)	500, 000
Group II (Categories 39-63)	350, 000

7. The Royal Thai Government shall use its best efforts to space exports from Thailand to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

8. In the second and succeeding agreement years for which this agreement is in force, the level of exports permitted under each limitation shall be increased by 5 percent of the corresponding levels for the preceding agreement year, the latter levels not to include any adjustments under paragraph 5 and paragraph 9.

9. (a) For any agreement year immediately following a year of shortfall (i.e., a year in which cotton textile exports from Thailand to the United States were below the aggregate limit and any group and specific limits applicable to the category concerned) the Royal Thai Government may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either 5 percent of the aggregate limit or 5 percent of the applicable group limit in the year of the shortfall; and

(ii) In the case of shortfalls in the categories subject to specific limits, the carryover shall not exceed 5 percent of the specific limit in the year of the shortfall, and shall be used in the same category in which the shortfall occurred; and

(iii) In the case of shortfalls not attributable to categories subject to specific limits the carryover shall be used in the group in

which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 5 and shall not be used to exceed the limits in paragraph 6 of this agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

(c) The carryover shall be in addition to the exports permitted in paragraph 5.

10. Each Government shall take appropriate measures of export or import control, as applicable, to implement the limitation provisions of this agreement.

11. The two Governments recognize that the successful implementation of this agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Royal Thai Government with monthly data on imports of cotton textiles from Thailand. The Royal Thai Government shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles from Thailand to the United States. Each Government agrees to supply promptly any other relevant and readily available statistical data requested by the other Government.

12. In the implementation of this agreement, the system of categories and the rates of conversion into square yard equivalents listed in Annex A hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles, done at Geneva on February 9, 1962, as extended, is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

13. The Government of the United States of America and the Royal Thai Government agree to consult on any question arising in the implementation of this agreement.

14. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement including differences in points of procedures or operation.

15. If the Royal Thai Government considers that, as a result of limitations specified in this agreement, Thailand is being placed in an inequitable position vis-a-vis a third country, the Royal Thai Government may request consultation with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of this agreement.

16. During the term of this agreement, the Government of the United States of America will not request restraint on the export of cotton textiles from Thailand to the United States under the provisions of Articles 3 and 6 (c) of the Long-Term Arrangement. The applicability of the Long-Term Arrangement to trade in cotton textiles between Thailand and the United States shall otherwise be unaffected by this agreement.

17. Either Government may at any time propose revisions in the terms of this agreement. Each Government agrees to consult promptly with the other Government about such proposals with a view to making such revisions to the present agreement, or taking such other appropriate action, as may be mutually agreed upon.

18. Either Government may terminate this agreement, effective at the end of an agreement year, by written notice to the other Government to be given at least 90 days prior to the end of such agreement year.

If these proposals are acceptable to your Government, this note and your note of acceptance on behalf of the Royal Thai Government shall constitute an agreement between our two Governments."

I have the honor to confirm that the Royal Thai Government agrees to the proposals set forth in your note and that Your Excellency's note and this reply constitute an Agreement between our Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

CHARUN P. ISARANGKUN

(Charun P. Isarangkun Na Ayuthaya)
Under-Secretary of State for Foreign Affairs
In charge of the Ministry of Foreign Affairs

His Excellency

LEONARD UNGER

Ambassador Extraordinary and Plenipotentiary of
the United States of America,
Bangkok.

ANNEX A

Category Number	Description	Conversion Factor	Unit of Measure
1	Cotton yarn, carded, singles	4.6	Lb.
2	Cotton yarn, carded, plied	4.6	Lb.
3	Cotton yarn, combed, singles	4.6	Lb.
4	Cotton yarn, combed, plied	4.6	Lb.
5	Gingham, carded	1.0	Syd.
6	Gingham, combed	1.0	Syd.
7	Velveteen	1.0	Syd.
8	Corduroy	1.0	Syd.
9	Sheeting, carded	1.0	Syd.
10	Sheeting, combed	1.0	Syd.
11	Lawn, carded	1.0	Syd.
12	Lawn, combed	1.0	Syd.
13	Voile, carded	1.0	Syd.
14	Voile, combed	1.0	Syd.
15	Poplin and Broadcloth, carded	1.0	Syd.
16	Poplin and Broadcloth, combed	1.0	Syd.
17	Typewriter ribbon cloth	1.0	Syd.
18	Print cloth, shirting type, 80 x 80 type, carded	1.0	Syd.
19	Print cloth, shirting type, other than 80 x 80 type, carded	1.0	Syd.
20	Shirting, Jacquard or dobby, carded	1.0	Syd.
21	Shirting, Jacquard or dobby, combed	1.0	Syd.
22	Twill and sateen, carded	1.0	Syd.
23	Twill and sateen, combed	1.0	Syd.
24	Woven fabric, n.e.s., yarn-dyed, carded	1.0	Syd.
25	Woven fabric, n.e.s., yarn-dyed, combed	1.0	Syd.
26	Woven fabric, n.e.s., other, carded	1.0	Syd.
27	Woven fabric, n.e.s., other, combed	1.0	Syd.
28	Pillowcases, carded	1.084	No.
29	Pillowcases, combed	1.084	No.
30	Towels, dish	.348	No.
31	Towels, other	.348	No.
32	Handkerchiefs, whether or not in the piece	1.66	Doz.
33	Table damask and manufactures	3.17	Lb.
34	Sheets, carded	6.2	No.
35	Sheets, combed	6.2	No.
36	Bedspreads and quilts	6.9	No.
37	Braided and woven elastic	4.6	Lb.
38	Fishing nets and fish netting	4.6	Lb.
39	Gloves and mittens	3.527	Dpr.
40	Hose and half hose	4.6	Dpr.
41	T-shirts, all white, knit, men's and boys'	7.234	Doz.
42	T-shirts, other knit	7.234	Doz.
43	Shirts, knit, other than T-shirts and sweatshirts	7.234	Doz.
44	Sweaters and cardigans	36.8	Doz.

TIAS 7299

<u>Cate- gory Number</u>	<u>Description</u>	<u>Conver- sion Factor</u>	<u>Unit of Measure</u>
45	Shirts, dress, not knit, men's and boys'	22. 186	Doz.
46	Shirts, sport, not knit, men's and boys'	24. 457	Doz.
47	Shirts, work, not knit, men's and boys'	22. 186	Doz.
48	Raincoats, $\frac{3}{4}$ length or longer, not knit	50. 0	Doz.
49	Coats, other, not knit	32. 5	Doz.
50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	17. 797	Doz.
51	Trousers, slacks and shorts (outer), not knit, women's girls' and infants	17. 797	Doz.
52	Blouses, not knit	14. 53	Doz.
53	Dresses, (including uniforms) not knit	45. 3	Doz.
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	25. 0	Doz.
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, house-coats, and dusters, not knit	51. 0	Doz.
56	Undershirts, knit, men's and boys'	9. 2	Doz.
57	Briefs and undershorts, men's and boys'	11. 25	Doz.
58	Drawers, shorts, and briefs knit, n.e.s.	5. 0	Doz.
59	All other underwear, not knit	16. 0	Doz.
60	Pajamas and other nightwear	51. 96	Doz.
61	Brassiered and other body-supporting garments	4. 75	Doz.
62	Wearing apparel, knit, n.e.s.	4. 6	Lb.
63	Wearing apparel, not knit, n.e.s.	4. 6	Lb.
64	All other cotton textiles	4. 6	Lb.

PHILIPPINES

Special Fund for Education: Agrarian Reform Education

*Agreement effected by exchange of notes
Signed at Manila March 21, 1972;
Entered into force March 21, 1972.*

*The American Ambassador to the Philippine Acting
Secretary of Foreign Affairs*

No. 149

MANILA, March 21, 1972

EXCELLENCY:

I have the honor to refer to our April 26, 1966 exchange of notes [¹] concerning the Special Fund for Education authorized by United States Public Law 88-94 [²] and to the recent discussions about the Project for Assistance to the Philippine Agrarian Reform Education Program proposed by Your Excellency's Government. This project calls for the use of the \$1,281,935 remaining in the Special Fund for Education to establish a permanent trust fund, earnings from which shall be used for agrarian reform education programs. The details of this Project are elaborated in the Annex to this note.

I have the honor on behalf of my Government to inform Your Excellency that this Project, as outlined in the Annex to this note, has been approved, and for this purpose \$1,281,935 will be made available from the Special Fund for Education. I have the further honor to propose that the following understandings drawn up in accordance with our April 26, 1966 exchange of notes, govern the implementation of this Project.

1. The United States Government shall make the dollar disbursement for this Project in depository banks designated by the Chairman of the National Economic Council of the Government of the Republic of the Philippines to the credit of the Agrarian Reform Education Fund, National Economic Council, Government of the Republic of the Philippines. This disbursement shall be made following the designation of the Department of Agrarian Reform to serve as trustee of the

¹ TIAS 6508; 19 UST 5079.

² 77 Stat. 123; 50 U.S.C. app. § 1806 note (1970).

trust fund referred to in the next paragraph and within two weeks of notification of the banks designated as depositors.

2. The enduring character of the Agrarian Reform Education Fund is secured by the undertaking of Your Excellency's Government to establish it as a permanent trust and to ensure that its principal is maintained intact with only the earnings therefrom being utilized to finance programs of assistance to agrarian reform education.

3. Materials describing the origin of the Agrarian Education Fund shall identify the contribution of the Special Fund for Education made available by the people of the United States of America in recognition of the common efforts of the Philippines and the United States during World War II.

4. Your Excellency's Government shall, three years from the date of this agreement provide the Government of the United States of America with a comprehensive report of the activities of the Agrarian Reform Education Fund.

Upon receipt of a note from Your Excellency indicating that the foregoing understandings are acceptable to the Government of the Republic of the Philippines, the Government of the United States of America will consider that this note with its Annex and Your Excellency's reply thereto constitute an agreement between our two Governments on the use of the Special Fund for Education for the Project for Assistance to the Philippine Agrarian Reform Education Program.

Accept, Excellency, the renewed assurances of my highest consideration.

HENRY A. BYROADE

Enclosure :
Annex

His Excellency
MANUEL COLLANTES,
Acting Secretary of Foreign Affairs
Manila.

ANNEX

FUND FOR ASSISTANCE TO THE PHILIPPINE AGRARIAN REFORM EDUCATION PROGRAM

I. Description of the Project

This Project involves the establishment by the Government of the Republic of the Philippines of a permanent trust fund to be known as the Fund for Assistance to the Philippine Agrarian Reform Education Program (hereinafter referred to as the "Fund"). For this Project the United States Government shall make \$1,281,935 available from the Special Fund for Education.

The Fund's earnings, whether in the form of interest, dividends or capital gains, will be utilized exclusively to finance programs and projects for agrarian reform education in the Philippines, and its principal may be augmented by future grants, donations and transfers by the Philippine Government or any other public or private entity. The Fund will be managed so as to maximize its earnings, but also in a prudent manner consistent with its character as a perpetual trust. Any unused earnings of the Fund may be capitalized to increase its principal.

II. Objectives of the Project

This Project is intended to assist those educational efforts required in support of an effective agrarian reform program as envisioned in the Philippine Agricultural Land Reform Code, as amended. Educational programs eligible for financing include those which support:

—Education for the individual farmer and farm family, including tenant, lease holder, and land owner; and orientation for the rural community. Subjects of such education could include farm cooperatives, agricultural productivity and home management.

—Training of the technical and professional personnel of the agrarian reform agencies.

—Agrarian research and continuing evaluation of land reform programs, including initial support to an Agrarian Reform Institute.

—Improvement of the National Land Reform Center for Continuing Education and regional and provincial demonstration and program centers.

—Establishment and operation of a Southeast Asia Library on Agrarian Reform.

III. Organization and Staffing

The Department of Agrarian Reform will serve as trustee of the Fund and, in this capacity, shall formulate general policy for the Fund and make the decisions on the use of the Fund's income and capital gains, including final action on appropriations for grants and research projects. The Department will formulate and adopt an assistance program based on the guidelines set forth under section II above. In order to ensure optimum utilization of the Fund, the Department of Agrarian Reform shall extend preference to projects which are enduring or self-sustaining or incorporate counterpart financial arrangements.

In order to obtain advice and professional counsel for the wise and prudent investment and management of the capital entrusted to it, the Department of Agrarian Reform shall be assisted by the Agrarian Reform Education Committee to be composed of the following membership:

Secretary of Finance—Chairman

Chairman, Board of Investments, or his representative—Member

Chairman, National Economic Council or his representative—Member

In the event the Department ceases to exist, the successor to the Department, named by the Government of the Philippines, shall exercise the responsibilities of the Department with respect to the Fund.

Educational programs and projects shall be undertaken through the Philippine Land Reform Center for Continuing Education, or its successor. The Center's Training Director shall be the Executive Director of the programs and projects arising out of this Fund and shall recommend to the Council such programs and projects for implementation.

IV. Scheduled Implementing Sequence

The sequence of steps in implementing this Project shall be as follows:

A. Constituting the Department of Agrarian Reform as trustee of the Fund;

B. Release of \$1,281,935 by the United States Government;

C. Start of investment program, and;

D. Authorization by the Department of Agrarian Reform of expenditures for approved programs and projects and release thereof to the Philippine Land Reform Center for Continuing Education.

*The Philippine Acting Secretary of Foreign Affairs to
the American Ambassador*

REPUBLIKA NG PILIPINAS
KAGAWARAN NG SULIRANING PANLABAS
MAYNILA

No. 72-823

MANILA, 21 March 1972

EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's Note No. 149 dated 21 March 1972 regarding the Project for Assistance to the Philippine Agrarian Reform Education Program, provided for by the Special Fund for Education, which reads as follows:

"I have the honor to refer to our April 26, 1966 exchange of notes concerning the Special Fund for Education authorized by United States Public Law 88-94 and to the recent discussions about the Project for Assistance to the Philippine Agrarian Reform Education Program proposed by Your Excellency's Government. This Project calls for the use of the \$1,281,935 remaining in the Special

TIAS 7300

Fund for Education to establish a permanent trust fund, earnings from which shall be used for agrarian reform education programs. The details of this Project are elaborated in the Annex to this note.

I have the honor on behalf of my Government to inform Your Excellency that this Project, as outlined in the Annex to this note, has been approved, and for this purpose \$1,281,935 will be made available from the Special Fund for Education. I have the further honor to propose that the following understandings drawn up in accordance with our April 26, 1966 exchange of notes, govern the implementation of this Project.

1. The United States Government shall make the dollar disbursement for this Project in depository banks designated by the Chairman of the National Economic Council of the Government of the Republic of the Philippines to the credit of the Agrarian Reform Education Fund, National Economic Council, Government of the Republic of the Philippines. This disbursement shall be made following the designation of the Department of Agrarian Reform to serve as trustee of the trust fund referred to in the next paragraph and within two weeks of notification of the bank's designated as depositors.

2. The enduring character of the Agrarian Reform Education Fund is secured by the undertaking of Your Excellency's Government to establish it as a permanent trust and to ensure that its principal is maintained intact with only the earnings therefrom being utilized to finance programs of assistance to agrarian reform education.

3. Materials describing the origin of the Agrarian Education Fund shall identify the contribution of the Special Fund for Education made available by the people of the United States of America in recognition of the common efforts of the Philippines and the United States during World War II.

4. Your Excellency's Government shall, three years from the date of this agreement, provide the Government of the United States of America with a comprehensive report of the activities of the Agrarian Reform Education Fund.

Upon receipt of a note from Your Excellency indicating that the foregoing understandings are acceptable to the Government of the Republic of the Philippines, the Government of the United States of America will consider that this note with its Annex and Your Excellency's reply thereto constitute an agreement between our two Governments on the use of the Special Fund for Education for the Project for Assistance to the Philippine Agrarian Reform Education Program.

Accept, Excellency, the renewed assurances of my highest consideration."

I have the honor to inform Your Excellency that the Government of the Philippines accepts the Project annexed to the Note as well as the undertakings proposed to govern the implementation of this Project, and agrees that the Note and this reply shall constitute an agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

MANUEL COLLANTES

Manuel Collantes
Acting Secretary of Foreign Affairs

His Excellency

HENRY BYROADE

*Ambassador Extraordinary and Plenipotentiary
Embassy of the United States of America
Manila*

PAKISTAN
Agricultural Commodities

***Agreement amending the agreements of November 25, 1970, and
August 6, 1971.***

Effected by exchange of notes

Signed at Islamabad March 9, 1972;

Entered into force March 9, 1972.

*The American Chargé d'Affaires ad interim to the Pakistani Secretary,
Economic Coordination and External Assistance Division*

EMBASSY OF THE
UNITED STATES OF AMERICA

ISLAMABAD

March 9, 1972

SIR:

I have the honor to refer to the Agricultural Commodities Agreements between our two Governments signed on November 25, 1970 and August 6, 1971 [¹] respectively and am pleased to inform the Government of Pakistan that, in response to its request, the United States Government:

- (A) Provides its approval per Part I, Article III(A) (2) and (3) of the November 25, 1970 and the August 6, 1971 Agreements, for the donation of rice to the geographical area designated in Part II, Item VI of the September 10, 1971 Agreement, [²] in response to the United Nations appeal, or through bilateral arrangements, or other ways as approved by the United States Government, of all rice received under the PL 480 [³] Title I Agreement of August 6, 1971; and
- (B) Proposes that the PL 480 Title I Agreements dated November 25, 1970 and August 6, 1971 be amended by deleting from Item IV(B) of said Agreements the words "rice (except for superior grades known as Basmati, Permal, and Begmi)". All other terms and conditions shall remain the same.

¹ TIAS 7087, 7233; 22 UST 484, 1808.

² TIAS 7234; 22 UST 1806.

³ 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

The United States Government has agreed to this approval and amendment of the said Agreements based on its understanding that the Government of Pakistan will make arrangements and initiate shipments, within 60 days from the date of your note in reply to this note, of the specified donations of all rice received under the PL 480 Title I Agreement of August 6, 1971 (which is approximately 22,000 MT).

In addition the Government of Pakistan agrees to have the Title I rice donations inspected by an independent (non-Pakistani Government) Agent before the rice is shipped.

If the foregoing is acceptable to your Government, I propose that this note together with your response confirming the understanding contained herein shall constitute an agreement of our two Governments.

Please accept the renewed assurances of my highest consideration.

SIDNEY SOBER

Sidney Sober
Chargé d'Affaires a. i.

MR. S. S. IQBAL HOSAIN, S.Q.A., PMAS
Secretary
Economic Coordination and
External Assistance Division
Islamabad

The Pakistani Secretary, Economic Coordination and External Assistance Division, to the American Chargé d'Affaires ad interim

GOVERNMENT OF PAKISTAN
PRESIDENT'S SECRETARIAT
ECONOMIC COORDINATION AND
EXTERNAL ASSISTANCE DIVISION

No. 1(2)US-VI/72.

ISLAMABAD: *March 9, 1972.*

Dear MR. SOBER,

I have the honour to acknowledge with thanks the receipt of your letter dated March 9, 1972 concerning Agricultural Commodities Agreements under PL 480 signed on November 25, 1970, and August 6, 1971, between our two Governments.

The text of your letter under reference is reproduced below:

"I have the honor to refer to the Agricultural Commodities Agreements between our two Governments signed on November 25, 1970 and August 6, 1971 respectively and am pleased to inform the Government of Pakistan that, in response to its request, the United States Government:

- (A) Provides its approval per Part I, Article III (A) (2) and (3) of the November 25, 1970 and the August 6, 1971 Agreements, for the donation of rice to the geographical area designated in Part II, Item VI of the September 10, 1971 Agreement, in response to the United Nations appeal, or through bilateral arrangements, or other ways as approved by the United States Government, of all rice received under the PL 480 Title I Agreement of August 6, 1971; and
- (B) Proposes that the PL 480 Title I Agreements dated November 25, 1970 and August 6, 1971 be amended by deleting from Item IV (B) of said Agreements the words "rice (except for superior grades known as basmati, permal, and begmi)." All other terms and conditions shall remain the same.

The United States Government has agreed to this approval and amendment of the said Agreements based on its understanding that the Government of Pakistan will make arrangements and initiate shipments, within 60 days from the date of your note in reply to this note, of the specified donations of all rice received under the PL 480 Title I Agreement of August 6, 1971 (which is approximately 22,000 MT).

In addition the Government of Pakistan agrees to have the Title I rice donation inspected by an independent (non-Pakistani Government) Agent before the rice is shipped.

If the foregoing is acceptable to your Government, I propose that this note together with your response confirming the understanding contained herein shall constitute an agreement of our two Governments.

Please accept the renewed assurances of my highest consideration."

I write to concur in the contents of your letter and to confirm that this exchange of letters between us shall constitute an agreement between our two Governments.

Sincerely yours,

S. S. IQBAL HOSAIN

(S. S. Iqbal Hosain)

Mr. SIDNEY SOBER
Charge d'Affaires a.i.
American Embassy,
Islamabad.

MEXICO

Protection of Migratory Birds

**Agreement supplementing the agreement of February 7, 1936.
Effected by exchange of notes
Signed at México and Tlatelolco March 10, 1972;
Entered into force March 10, 1972.**

The American Ambassador to the Mexican Acting Secretary of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA,
MEXICO CITY, March 10, 1972

No. 233

EXCELLENCY:

I have the honor to refer to the Convention between the United States of America and the United Mexican States for the Protection of Migratory Birds and Game Mammals, signed at Mexico City on February 7, 1936, [1] and to conversations between representatives of our two Governments relating to the addition to the list of birds considered migratory for the purposes of the Convention.

Pursuant to authority delegated by the President of the United States, I have the honor to propose that the following additions be made to the list of birds set forth in Article IV of the Convention:

<i>Scientific Name</i>	<i>English Name</i>	<i>Spanish Name</i>
Accipitridae	Eagles, hawks	Gavilanes, aguilas, aguillillas
Alcedinidae	Kingfishers	Martin Pescador
Alcidae	Auklets, murres puffins	Pato de noche
Anhingidae	Snake birds	Ahuizote
Aramidae	Limpkins	Totalaca
Ardeidae	Hérons, egrets, bitterns	Garzas, garzones
Cathartidae	New World vultures	Zopilotes, auras
Ciconiidae	Stork and wood ibis	Jaribu, Galambae
Corvidae	Ravens, crows, jay	Cuervos, urracas
Diomedeidae	Albatrosses	Albatros
Falconidae	Falcons, hawks	Gavilan, Caracara
Fregatidae	Man-of-war birds	Fragata
Phalacrocoracidae	Cormorant	Cormoran, corvejon
Phoenicopteridae	Flamingo	Flamenco
Gaviidae	Loons	Somorgujos
Haematopodidae	Oyster catcher	Ostrero
Hydrobatidae	Storm petrels	Petrelas

¹ TS 912; 50 Stat. 1311.

<i>Scientific Name</i>	<i>English Name</i>	<i>Spanish Name</i>
Jacaniidae	Jacanas	Cirujano
Laridae	Sea gulls, Terns	Gavioetas, Gallito
Pandionidae	Ospreys	Aguililla pescadora
Pelecanidae	Pelicans	Pelicanos
Phaethontidae	Tropic-birds	Raba de junco
Podicipedidae	Grebes	Zambullidores, Buzos
Procellariidae	Shearwaters	Petreles, Fulmaros
Rynchopidae	Skimmers	Rayador
Sittidae	Nuthatches	Saltapalos
Stercorariidae	Jaeger	Estercorario, Skus
Strigidae	Owls	Tecolote, Lechuza
Sulidae	Boobies, Gannets	Bubias
Threskiornithidae	Spoonbill, ibises	Teoqueshol, Cucharera
Tytonidae	Barn owl	Lechuzas
Trogonidae	Trogons	Pabellon, Cuauhtotola

Upon the receipt of a note from Your Excellency indicating that the proposal contained in this note is acceptable to the Government of the United Mexican States, the Government of the United States of America will consider that this note and your reply thereto shall constitute an agreement between the two Governments on this subject, which agreement shall enter into force on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT H. McBRIDE

His Excellency

RUBEN GONZÁLEZ SOSA

*Acting Secretary of Foreign Relations,
México, D. F.*

*The Mexican Acting Secretary of Foreign Relations to
the American Ambassador*

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

501874

TLATELOLCO, D. F., a 10 de marzo de 1972.

SEÑOR EMBAJADOR:

Tengo a honra acusar a Vuestra Excelencia recibo de su atenta nota número 283, fechada el día de hoy, cuyos términos vertidos al español son los siguientes:

“Tengo el honor de referirme al Convenio entre los Estados Unidos de América y los Estados Unidos Mexicanos para la Protección de Aves Migratorias y Mamíferos Cinegéticos, firmado en la Ciudad de México el 7 de febrero de 1936 y a las conversaciones entre representantes de nuestros dos Gobiernos relativas a la adición a la lista de aves consideradas migratorias para los efectos del Convenio.

TIAS 7302

De acuerdo con la autoridad delegada por el Presidente de los Estados Unidos de América, tengo el honor de proponer que se efectúen las siguientes adiciones a la lista de aves que se mencionan en el Artículo 4o. del Convenio:

<i>Nombre científico</i>	<i>Nombre en español</i>	<i>Nombre en inglés</i>
Accipitridae	Gavilanes, águilas, aguilillas	Eagles, hawks
Alcedinidae	Martin Pescador	Kingfishers
Alcidae	Pato de noche	Auklets, murre, puffins
Anhingidae	Ahuizote	Snake birds
Aramidae	Totalaca	Limpkins
Ardeidae	Garzas, garzones	Hérons, egrets, bitterns
Cathartidae	Zopilotes, auras	New world vultures
Ciconiidae	Jaribó, Galambae	Stork and wood ibis
Corvidae	Cuervos, urracas	Ravens, crows, jay
Diomedidae	Albatros	Albatrosses
Falconidae	Gavilán, Caracara	Falcons, hawks
Fregatidae	Fragata	Man-of-war birds
Phalacrocoracidae	Cormoran, corvejon	Cormorant
Phoenicopteridae	Flamenco	Flamingo
Gaviidae	Somorgujos	Loons
Haematopodidae	Ostrero	Oyster catcher
Hydrobatidae	Petrelas	Storm petrels
Jacaniidae	Cirujano	Jacanas
Laridae	Gaviotas, Gallito	Sea gulls, Terns
Pandionidae	Aguililla pescadora	Ospreys
Pelecanidae	Pelicanos	Pelicans
Phaethontidae	Raba de junco	Tropic-birds
Podicipedidae	Zambullidores, Buzos	Grebes
Procellariidae	Petrelas, Fulmaros	Shearwaters
Rynchopidae	Rayador	Skimmers
Sittidae	Saltapalos	Nuthatches
Stercorariidae	Estercorario, Skus	Jaeger
Strigidae	Tecolote, Lechuza	Owls
Sulidae	Bubias	Boobies, Gannets
Threskiornithidae	Troquechol, Cucharera	Spoonbill, ibises
Tytonidae	Lechuzas	Barn owl
Trogonidae	Pabellon, Cuauhtotola	Trogons

Al recibir la nota de Vuestra Excelencia indicando que la propuesta contenida en esta nota es aceptable para el Gobierno de los Estados Unidos Mexicanos, el Gobierno de los Estados Unidos de América considerará que esta nota y la respuesta a la misma constituirán un acuerdo entre los dos Gobiernos sobre esta materia, el cual entrará en vigor en la fecha de su nota de respuesta".

En respuesta, me complace en informar a Vuestra Excelencia que mi Gobierno acepta los términos de su nota número 283 antes transcrita y, en consecuencia, está de acuerdo en considerar que dicha nota y la presente constituyen un Acuerdo entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno de los Estados Unidos de América que modifica el Artículo 4o. del Convenio para la Protección de Aves Migratorias y Mamíferos Cinegéticos, firmado en la Ciudad de México el 7 de febrero de 1936, el cual entra en vigor el día de hoy.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

R GONZÁLEZ S.

Excelentísimo señor ROBERT HENRY McBRIDE,
*Embajador Extraordinario y Plenipotenciario de los
Estados Unidos de América,
México, D. F.*

Translation

UNITED MEXICAN STATES
DEPARTMENT OF FOREIGN RELATIONS
MEXICO

801874

TLATELOLCO, D.F., March 10, 1972

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 283 of today's date, the Spanish translation of which is as follows:

[For the English language text, see p. 260.]

In reply, I am happy to inform Your Excellency that my Government accepts the terms of your note No. 283, transcribed above, and consequently agrees to consider that your note and this note in reply shall constitute an agreement between the Government of the United Mexican States and the Government of the United States of America amending Article 4 of the Convention for the Protection of Migratory Birds and Game Mammals, signed at Mexico City on February 7, 1936, which agreement shall enter into force on this date.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

R. GONZÁLEZ S.

His Excellency

ROBERT HENRY McBRIDE,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D.F.*

TIAS 7802

PORTUGAL

Economic Assistance

*Agreement effected by exchange of letters
Signed at Brussels December 9, 1971;
Entered into force December 9, 1971.
With related letter.*

The Secretary of State to the Portuguese Minister of Foreign Affairs

THE SECRETARY OF STATE
WASHINGTON

DECEMBER 9, 1971

DEAR MR. MINISTER:

I refer to the series of discussions that have taken place between our two Governments designed to enhance our political, economic, and cultural relations and in particular to the discussions that have centered on Portugal's development programs in the fields of education, health, agriculture, transportation, and science.

As a result of these discussions, the United States agrees, within the limitations of applicable United States legislation and appropriations, to help Portugal in its development efforts by providing the following economic assistance:

1. A PL-480 program that will make available agricultural commodities valued at up to \$15 million during fiscal year 1972 and the same amount during fiscal year 1973. The terms of the agreements under PL-480 [1] will be 15 years at 4½ percent interest, with an initial payment of 5 percent and currency use payment of 10 percent.

2. Financing for certain projects of the Government of Portugal, as follows: The two Governments have reviewed development projects in Portugal valued at \$400 million and the United States Government declares its willingness to provide, in accordance with the usual loan criteria and practices of the Eximbank, financing for these projects.

3. The hydrographic vessel USNS Kellar on a no cost basis, subject to the terms of a lease to be negotiated.

4. A grant of \$1 million to fund educational development projects selected by the Government of Portugal.

¹ 80 Stat. 1526; 7 U.S.C. § 1701 et seq.

5. Five million dollars in "drawing rights" at new acquisition value of any non-military excess equipment which may be found to meet Portuguese requirements over a period of two years. The figure of five million dollars is to be considered illustrative and not a maximum ceiling so that we may be free to exceed this figure if desired.

As soon as the Government of Portugal replies to this letter, discussions shall be initiated to implement the details of each of the individual items listed herein.

Sincerely yours,

WILLIAM P ROGERS

William P. Rogers

His Excellency

RUI PATRICIO,

*Minister of Foreign Affairs
of Portugal.*

The Portuguese Minister of Foreign Affairs to the Secretary of State

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

GABINETE DO MINISTRO

9 DE DEZEMBRO DE 1971

EXCELENCIA,

Tenho a honra de acusar a recepção da carta de Vossa Excelência desta data relativa à assistência económica a prestar pelo Governo dos Estados Unidos da América a Portugal.

Informo Vossa Excelência que a assistência económica tal como especificada na carta acima mencionada e os termos nela expressos em que a mesma se processará são aceites pelo Governo Português.

Apresento a Vossa Excelência os protestos da minha mais elevada consideração.

RUI PATRÍCIO

Rui Patrício

Ministro dos Negócios Estrangeiros

A Sua Excelência o

Secretário de Estado

Senhor WILLIAM ROGERS

TIAS 7803

*Translation*MINISTRY OF FOREIGN AFFAIRS
OFFICE OF THE MINISTER

DECEMBER 9, 1971

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's letter of this date relating to the economic assistance to be given by the Government of the United States of America to Portugal.

I inform Your Excellency that the economic assistance as specified in the aforesaid letter and the terms therein set forth under which it will be provided are acceptable to the Portuguese Government.

I convey to Your Excellency the assurances of my highest consideration.

RUI PATRÍCIO

Rui Patrício
*Minister of Foreign Affairs*His Excellency
WILLIAM ROGERS,
Secretary of State.

[RELATED LETTER]THE SECRETARY OF STATE
WASHINGTON

DECEMBER 9, 1971

Dear Mr. MINISTER:

During the recent discussions between our two Governments regarding possible participation by my Government in the plans which your Government has drawn up for the economic and social development of your country, Portuguese and American technicians have reviewed various Portuguese proposals with a total value of some \$400 million. These included, inter alia, projects for airport construction, railway modernization, bridge-building, electric power generation, mechanization of agriculture, harbor construction and town planning, and the supplying of equipment for schools and hospitals.

I am pleased to inform you that the United States Government is willing to provide, through the Export-Import Bank of the United States, financing for U.S. goods and services to be used in these projects, in accordance with the usual loan criteria and practices of the Bank. Applications for loans or preliminary commitments covering specific projects may be submitted to the Bank through the Portuguese Embassy in Washington or directly at any time and will receive expeditious handling.

Sincerely yours,

WILLIAM P ROGERS

William P. Rogers

His Excellency

RUI PATRICIO,

*Minister of Foreign Affairs
of Portugal.*

TIAS 7303

DEMOCRATIC REPUBLIC OF THE CONGO

Peace Corps

*Agreement effected by exchange of notes
Signed at Kinshasa May 8 and October 12, 1970;
Entered into force October 12, 1970.*

*The American Ambassador to the Congolese Minister
of State for Foreign Affairs*

KINSHASA, May 8, 1970

MR. MINISTER,

I have the honor to refer to the recent conversation between our two governments about the Peace Corps, and to propose to you the following agreements concerning men and women from the United States of America who join as volunteers to serve in the Peace Corps and who, at the request of your government, would live and work for a time in the Democratic Republic of the Congo.

1. The Government of the United States will put at the disposition of the Government of the Democratic Republic of the Congo the number of volunteers that your government would request, and that would be authorized by the Government of the United States of America, to perform tasks decided by mutual agreement in the Democratic Republic of the Congo. The volunteers will work under the direct supervision of government or private organizations in the Democratic Republic of the Congo as designated by our two governments. The Government of the United States will give the volunteers training enabling them to fulfill their agreed missions with the maximum of efficiency. The Government of the Democratic Republic of the Congo will be responsible for that part of the cost of the Peace Corps program in the Democratic Republic of the Congo which will be decided by mutual agreement.

2. The Government of the Democratic Republic of the Congo will deal equitably with the volunteers and their effects, will grant them all help and protection and grant them treatment as favorable as that generally granted to nationals of the United States residing in the Democratic Republic of the Congo, and will inform, consult and cooperate with the representatives of the Government of the United States in all aspects concerning them. The Government of the Democratic Republic of the Congo will exempt the volunteers from taxes on all the payments they will receive to provide for their living expenses and

upon the revenues from outside the Democratic Republic of the Congo, from all custom taxes and other charges on their personal effects brought into the Democratic Republic of the Congo for their own use at the time or around the time of their arrival and from all other taxes or other charges (including immigration taxes) except for license fees and taxes or other charges included in the price of equipment, supplies and services.

3. The Government of the United States of America will provide the volunteers with such limited quantities of supplies and equipment as determined by the two governments to enable the volunteers to do their tasks efficiently. The Government of the Democratic Republic of the Congo will exempt from all taxes, custom or other taxes, all the materials and supplies introduced or acquired in the Democratic Republic of the Congo by the Government of the United States or by any contractor financed by the Government of the United States for the above mentioned use.

4. In order to enable the Government of the United States to fulfill its obligations according to the present agreement, the Government of the Democratic Republic of the Congo will admit the representatives of the Peace Corps and also the personnel of private United States organizations working under contract according to the present agreement, and who will have been judged acceptable by the Government of the Democratic Republic of the Congo. The Government of the Democratic Republic of the Congo will exempt these persons from all taxes on the revenue coming from their work in the Peace Corps or from sources outside of the Democratic Republic of the Congo, and from all other taxes or other charges (including immigration fees) except for license fees and taxes or other charges included in the price of equipment, supplies and services. The Government of the Democratic Republic of the Congo will grant these persons the same privileges regarding the payment of custom taxes or other taxes on personal effects brought into the Democratic Republic of the Congo for their own use, equal to those granted the personnel of the Embassy of the United States of the same rank or grade.

5. The Government of the Democratic Republic of the Congo will exempt from investment obligations, deposit and currency control all the funds destined to be employed according to the terms of the present agreement and brought into the Democratic Republic of the Congo by the Government of the United States or by organizations financed by it. These funds will be convertible with the currency of the Democratic Republic of the Congo at the official exchange rate.

6. Qualified representatives of our two governments may from time to time make such adjustments to the programs of the Peace Corps volunteers in the Democratic Republic of the Congo that will appear necessary or desirable in order to carry out the present agreement. The obligations included herein of each government are subject to the availability of funds and of applicable laws of each government.

TIAS 7304

In addition, I have the honor to propose that, if these agreements are judged acceptable by your government the present Note and your government's answer agreeing to the points mentioned will constitute an accord between our two governments effective on the date of your government's answer, and will remain in force for ninety days after the date of the written notification from one or the other governments of its intention to terminate the agreement.

Sincerely yours,
SHELDON B. VANCE
Sheldon B. Vance
American Ambassador

His Excellency
Mr. CYRILLE ADOULA,
*Minister of State for Foreign Affairs,
Democratic Republic of the Congo.*

*The Congolese Vice Minister of State for Foreign Affairs
to the American Ambassador*

RÉPUBLIQUE DÉMOCRATIQUE
DU CONGO

MINISTÈRE DES AFFAIRES ÉTRANGÈRES, DE LA
COOPÉRATION ET DU COMMERCE EXTÉRIEUR
CABINET DU MINISTRE D'ÉTAT

N° 130/3087/70.

KINSHASA, le 12 octobre 1970

A Monsieur l'Ambassadeur
des Etats-Unis d'Amérique
Kinshasa.

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer à votre lettre du 8 mai 1970 par laquelle vous m'avez soumis un projet d'accord portant sur les conditions d'utilisation des membres du Corps de la Paix, lesquels séjourneraient et travailleraient pendant un certain temps en République Démocratique du Congo.

Après étude de cette proposition, le Gouvernement de la République Démocratique du Congo marque son accord sur les différentes dispositions contenues dans cet arrangement. Toutefois il ne peut, compte tenu de sa politique d'austérité garantir sa participation financière au coût de différents programmes que compte réaliser le Corps de la Paix.

En matière fiscale, les membres du Corps de la Paix seront soumis aux mêmes conditions que les agents de la coopération technique.

TIAS 7304

Par ailleurs il serait indiqué de spécifier avant l'arrivée d'un contingent des volontaires leurs qualifications et les programmes auxquels ils seront attachés.

Veuillez agréer, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

[SEAL]

Le Vice-Ministre

E LOLIKI

E. Loliki

Translation

DEMOCRATIC REPUBLIC
OF THE CONGO

MINISTRY OF FOREIGN AFFAIRS,
COOPERATION AND FOREIGN TRADE
OFFICE OF THE MINISTER OF STATE

No. 130/3087/70

KINSHASA, *October 12, 1970*

The Ambassador of the
United States of America,
Kinshasa.

MR. AMBASSADOR:

I have the honor to refer to your letter of May 8, 1970, by which you submitted to me a draft agreement regarding the conditions for utilization of the Peace Corps members who would live and work for periods of time in the Democratic Republic of the Congo.

After studying the proposal, the Government of the Democratic Republic of the Congo wishes to indicate its acceptance of the provisions contained in the arrangement. However, in view of its austerity policy, it cannot guarantee its financial participation in the cost of various programs the Peace Corps expects to carry out.

With respect to taxes, the members of the Peace Corps shall be subject to the same conditions as technical assistance personnel.

Moreover, it would be advisable to specify, before a group of Volunteers arrives, their qualifications and the programs to which they will be assigned.

Accept, Mr. Ambassador, the assurance of my high consideration.

[SEAL]

Vice Minister

E. LOLIKI

E. Loliki

TIAS 7304

TURKEY

Termination of Loan of Vessels: U.S.S. *Guitarro* and U.S.S. *Hammerhead*

*Agreement effected by exchange of notes
Signed at Ankara January 26, 1972;
Entered into force January 26, 1972.*

*The Turkish Minister Plenipotentiary, Director General ad interim
of International Security Affairs, to the American Counselor of
Embassy for Mutual Security Affairs*

TÜRKİYE CUMHURİYETİ
DIŞİŞLERİ BAKANLIĞI [1]

No. 335

JANUARY 26, 1972

DEAR MR. BOEHM,

I have the honor to refer to recent conversations between our respective authorities concerning the termination of the loan of two submarines, the USS *Guitarro* (SS-363) and the USS *Hammerhead* (SS-364), and to Note No: 746 from the Embassy of the United States of America,[2] agreeing in principle with my Government's desire to terminate the loans of the above mentioned submarines.

The loans of these two submarines were made pursuant to an Agreement between the Government of the United States of America and the Government of Turkey effected by an exchange of notes signed at Ankara on February 16 and July 3, 1954,[3] as amended, and extended by agreements effected by exchanges of notes as follows: Notes signed at Ankara on August 28, 1959; Notes signed at Ankara on October 14, 1965 and February 28, 1966; and Notes signed at Ankara on August 1, 1969.[2]

I have the honor to propose to you that the loan of the USS *Guitarro* and the USS *Hammerhead* be terminated on January 30, 1972; that arrangements concerning the disposition of the two sub-

¹ Republic of Turkey
Ministry of Foreign Affairs

² Not printed.

³ Should read "February 16 and July 1, 1954". TIAS 3042, 4809, 5989, 6746; 5 UST 1663; 10 UST 1628; 17 UST 467; 20 UST 2769.

marines be concluded simultaneously by representatives of our two Governments, and that the Agreement effected by the aforementioned exchanges of notes shall cease to be effective after that date.

If the foregoing is acceptable to the Government of the United States of America, I have the further honor to propose that this note, together with your note in reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your reply note.

I avail myself of this opportunity to reiterate to you the assurances of my highest consideration.

ERDEM ERNER

Erdem Erner
*Minister Plenipotentiary
Director General a.i. of
International Security
Affairs*

Mr. RICHARD W. BOEHM
*Counsellor
Embassy of the United States
of America
Ankara*

*The American Counselor of Embassy for Mutual Security Affairs to
the Turkish Minister Plenipotentiary, Director General ad interim
of International Security Affairs*

Note No. 51

ANKARA, January 26, 1972

DEAR MR. ERNER:

I have the honor of acknowledging the receipt of your Note No. 335 of January 26, 1972, which reads as follows:

“Dear Mr. Boehm:

“I have the honor to refer to recent conversations between our respective authorities concerning the termination of the loan of two submarines, the USS *Guitarro* (SS-363) and the USS *Hammerhead* (SS-364), and to Note No. 746 from the Embassy of the United States of America, agreeing in principle with my Government’s desire to terminate the loans of the above-mentioned submarines.

“The loans of these two submarines were made pursuant to an Agreement between the Government of the United States of America and the Government of Turkey effected by an exchange of notes signed at Ankara on February 16 and July 3, 1954, as amended, and extended by agreements effected by exchanges of notes as follows:

TIAS 7305

Notes signed at Ankara on August 28, 1959; notes signed at Ankara on October 14, 1965; and February 28, 1966; and notes signed at Ankara on August 1, 1969.

"I have the honor to propose to you that the loan of the USS *Guitarro* and the USS *Hammerhead* be terminated on January 30, 1972; that arrangements concerning the disposition of the two submarines be concluded simultaneously by representatives of our two Governments, and that the Agreement effected by the aforementioned exchanges of notes shall cease to be effective after that date.

"If the foregoing is acceptable to the Government of the United States of America, I have the further honor to propose that this note, together with your note in reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your reply note.

"I avail myself of this opportunity to reiterate to you the assurances of my highest consideration."

I have the honor to inform you that my Government is in agreement with the foregoing.

I avail myself of this opportunity to reiterate to you the assurances of my highest consideration.

RICHARD W. BOEHM

Richard W. Boehm
*Counselor of Embassy
for Mutual Security Affairs*

Mr. ERDEM ERNER,
*Minister Plenipotentiary,
Director General a.i. of International
Security Affairs,
Ministry of Foreign Affairs,
Ankara.*

JAPAN

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of February 26, 1968.

Effectuated by exchange of notes

Signed at Washington February 24, 1972;

Entered into force April 26, 1972.

The Japanese Ambassador to the Secretary of State

EMBASSY OF JAPAN

WASHINGTON

FEBRUARY 24, 1972

SIR,

I have the honor to refer to Article IX of the Agreement for Cooperation between the Government of Japan and the Government of the United States of America concerning Civil Uses of Atomic Energy which was signed on February 26, 1968 [¹] (hereinafter referred to as "the Agreement"), providing for the quantity of uranium enriched in the isotope U-235 which may be supplied to the Government of Japan or to authorized persons under its jurisdiction.

In Article IX, paragraph A of the Agreement, it is provided that the adjusted net quantity of U-235 in uranium enriched in the isotope U-235 transferred from the United States of America to Japan shall not exceed in the aggregate one hundred and sixty-one thousand (161,000) kilograms or such quantity as may be agreed between the Parties in accordance with their statutory and constitutional procedures. In accordance with these provisions of Article IX, I have the honor to propose on behalf of the Government of Japan that the quantity limitation on the transfer of the adjusted net quantity of U-235 in uranium enriched in the isotope U-235 referred to in paragraph A of Article IX of the Agreement be increased to three hundred and thirty-five thousand (335,000) kilograms. If the foregoing is acceptable to your Government, I have the honor to propose that this note and your affirmative reply to this proposal shall constitute an agreement between the Government of Japan and the Government

¹ TIAS 6517; 19 UST 5214.

of the United States of America which shall enter into force [¹] on the date on which the Government of Japan shall have received written notification from the Government of the United States of America that it has complied with all statutory and constitutional requirements for the entry into force thereof.

In Article VII, paragraph A of the Agreement it is provided that the Appendix to the Agreement, subject to the quantity limitation established in Article IX, may be amended from time to time by mutual consent of the Parties without modification of the Agreement. In this regard and in light of the above proposal to increase the quantity limitation in Article IX, I have the honor to propose on behalf of the Government of Japan that the Appendix to the Agreement be replaced by the Appendix done in the Japanese and English languages and set forth as the enclosure to this note. If the foregoing is acceptable to your Government, I have the honor to propose that this note and your affirmative reply to this proposal shall constitute the mutual consent of the Government of Japan and the Government of the United States of America with respect to the amendment of the Appendix to the Agreement, which shall become effective on the date of entry into force of the agreement referred to above relative to Article IX.

Accept, Sir, the renewed assurances of my highest consideration.

NOBUHIKO USHIBA

Ambassador of Japan

Enclosure :
Appendix

The Honorable

WILLIAM P. ROGERS

Secretary of State

United States of America

¹ Apr. 26, 1972.

APPENDIX

JAPAN'S ENRICHED URANIUM POWER REACTOR PROGRAM

<u>CLASSIFICATION</u>	<u>REACTORS</u>	<u>START OF CONSTRUCTION</u>	<u>TOTAL KGS. OF U-235 REQUIRED</u>
Construction completed	A. TSURUGA, 357 MWe (Japan Atomic Power Co.)	1966	7,300
	B. FUKUSHIMA No. 1, 460 MWe (Tokyo Electric Power Co.)	1966	8,700
	C. MIHAMA No. 1, 340 MWe (Kansai Electric Power Co.)	1966	7,100
Under construction	D. FUKUSHIMA No. 2, 784 MWe (Tokyo Electric Power Co.)	1968	13,780
	E. MIHAMA No. 2, 500 MWe (Kansai Electric Power Co.)	1968	10,172
	F. TAKAHAMA No. 1, 826 MWe (Kansai Electric Power Co.)	1969	16,073
	G. SHIMANE No. 1, 460 MWe (Chugoku Electric Power Co.)	1969	8,477
	H. FUKUSHIMA No. 3, 784 MWe (Tokyo Electric Power Co.)	1970	13,800
	I. HAMAOKA No. 1, 540 MWe (Chubu Electric Power Co.)	1970	9,500
	J. GENKAI No. 1, 559 MWe (Kyushu Electric Power Co.)	1970	10,000
	K. TAKAHAMA No. 2, 826 MWe (Kansai Electric Power Co.)	1970	14,700
	L. ONAGAWA No. 1, 524 MWe (Tohoku Electric Power Co.)	1971	8,900
	M. FUKUSHIMA No. 5, 784 MWe (Tokyo Electric Power Co.)	1971	15,000
	N. FUKUSHIMA No. 4, 784 MWe (Tokyo Electric Power Co.)	1972	14,450

TIAS 7306

APPENDIX CONTINUED - JAPAN'S ENRICHED URANIUM POWER REACTOR PROGRAM

<u>CLASSIFICATION</u>	<u>REACTORS</u>	<u>START OF CONSTRUCTION</u>	<u>TOTAL KGS. OF U-235 REQUIRED</u>
Under planning	O. KANSAI No. 5, 1000 MWe	1972	19,250
	P. KANSAI No. 6, 750 MWe	1972	14,450
	Q. CHUBU No. 2, 750 MWe	1972	15,000
	R. HOKURIKU No. 1, 500 MWe	1972	9,650
	S. SHIKOKU No. 1, 500 MWe	1972	9,650
	T. TOKYO No. 6, 1000 MWe	1973	18,450
	U. HOKKAIDO No. 1, 350 MWe	1973	6,500
	V. CHUBU No. 3, 750 MWe	1973	13,850
	W. TOKYO No. 7, 1000 MWe	1973	18,450
	X. CHUGOKU No. 2, 750 MWe	1973	13,850
	Y. KYUSHU No. 2, 750 MWe	1973	13,300
	Z. KANSAI No. 7, 1000 MWe	1973	17,700
TOTAL:			328,352

	Z	Y	X	W	V	U	T	S	R	Q
	関西第七号	九州第二号	中国第二号	東京第七号	中部第三号	北海道第一号	東京第六号	四国第一号	北陸第一号	中部第二号
	一、 〇〇〇 メガワ ット	七五〇 メガワ ット	七五〇 メガワ ット	一、 〇〇〇 メガワ ット	七五〇 メガワ ット	三五〇 メガワ ット	一、 〇〇〇 メガワ ット	五〇〇 メガワ ット	五〇〇 メガワ ット	七五〇 メガワ ット
合	千九百七十三 年	千九百七十三 年	千九百七十三 年	千九百七十三 年	千九百七十三 年	千九百七十三 年	千九百七十三 年	千九百七十二 年	千九百七十二 年	千九百七十二 年
計	一七 七〇〇	一三 三〇〇	一三 八五〇	一八 四五〇	一三 八五〇	六五 〇〇〇	一八 四五〇	九六 五〇〇	九六 五〇〇	一五 〇〇〇
三二八三五二										

計 画 中									
P	O	N	M	L	K	J	I	H	G
関西第六号	関西第五号	福島第四号	福島第五号	女川第一号	高浜第二号	玄海第一号	浜岡第一号	福島第三号	島根第一号
七五〇メガワット	一、〇〇〇メガワット	七八四メガワット (東京電力株式会社)	七八四メガワット (東京電力株式会社)	五二四メガワット (東北電力株式会社)	八二六メガワット (関西電力株式会社)	五五九メガワット (九州電力株式会社)	五四〇メガワット (中部電力株式会社)	七八四メガワット (東京電力株式会社)	四六〇メガワット (中国電力株式会社)
千九百七十二年	千九百七十二年	千九百七十二年	千九百七十一年	千九百七十一年	千九百七十年	千九百七十年	千九百七十年	千九百七十年	千九百六十九年
一四四五〇	一九二五〇	一四四五〇	一五〇〇〇	八九〇〇	一四七〇〇	一〇〇〇〇	九五〇〇	一三八〇〇	八四七七

[Japanese Text of Appendix]

分類		原子炉	建設開始時期	必要とされるU-235の総量 (キログラム)
建設完了	A	敦賀 三五七メガワット (日本原子力発電株式会社)	千九百六十六年	七三〇〇
	B	福島第一号 四六〇メガワット (東京電力株式会社)	千九百六十六年	八七〇〇
	C	美浜第一号 三四〇メガワット (関西電力株式会社)	千九百六十六年	七四〇〇
建設中	D	福島第二号 七八四メガワット (東京電力株式会社)	千九百六十八年	一三七八〇
	E	美浜第二号 五〇〇メガワット (関西電力株式会社)	千九百六十八年	一〇一七二
	F	高浜第一号 八二六メガワット (関西電力株式会社)	千九百六十九年	一六〇七三

TIAS 7808

The Acting Secretary of State to the Japanese Ambassador

DEPARTMENT OF STATE
WASHINGTON

FEBRUARY 24, 1972

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note dated February 24, 1972 which reads as follows:

"I have the honor to refer to Article IX of the Agreement for Cooperation between the Government of Japan and the Government of the United States of America concerning Civil Uses of Atomic Energy which was signed on February 26, 1968 (hereinafter referred to as 'the Agreement'), providing for the quantity of uranium enriched in the isotope U-235 which may be supplied to the Government of Japan or to authorized persons under its jurisdiction.

"In Article IX, paragraph A of the Agreement, it is provided that the adjusted net quantity of U-235 in uranium enriched in the isotope U-235 transferred from the United States of America to Japan shall not exceed in the aggregate one hundred and sixty-one thousand (161,000) kilograms or such quantity as may be agreed between the Parties in accordance with their statutory and constitutional procedures. In accordance with these provisions of Article IX, I have the honor to propose on behalf of the Government of Japan that the quantity limitation on the transfer of the adjusted net quantity of U-235 in uranium enriched in the isotope U-235 referred to in paragraph A of Article IX of the Agreement be increased to three hundred and thirty-five thousand (335,000) kilograms. If the foregoing is acceptable to your Government, I have the honor to propose that this note and your affirmative reply to this proposal shall constitute an agreement between the Government of Japan and the Government of the United States of America which shall enter into force on the date on which the Government of Japan shall have received written notification from the Government of the United States of America that it has complied with all statutory and constitutional requirements for the entry into force thereof.

"In Article VII, paragraph A of the Agreement it is provided that the Appendix to the Agreement, subject to the quantity limitation established in Article IX, may be amended from time to time by mutual consent of the Parties without modification of the Agreement. In this regard and in light of the above proposal to increase the quantity limitation in Article IX, I have the honor to propose on behalf of the Government of Japan that the Appendix to the Agreement be replaced by the Appendix done in the Japanese and English languages and set forth as the enclosure to this note. If the

foregoing is acceptable to your Government, I have the honor to propose that this note and your affirmative reply to this proposal shall constitute the mutual consent of the Government of Japan and the Government of the United States of America with respect to the amendment of the Appendix to the Agreement, which shall become effective on the date of entry into force of the agreement referred to above relative to Article IX.

“Accept, Sir, the renewed assurances of my highest consideration.”

In reply, I have the honor to inform you that the Government of the United States of America accepts the above proposals. The Government of the United States of America agrees that Your Excellency's note and this reply shall constitute an agreement between the Government of the United States of America and the Government of Japan relative to Article IX which shall enter into force on the date on which our written notification that the Government of the United States of America has complied with all statutory and constitutional requirements for its entry into force shall have been received by your Government. The Government of the United States of America also agrees that Your Excellency's note and this reply shall complete the mutual consent with respect to the amendment of the Appendix to the Agreement which shall become effective on the same date as the agreement relative to Article IX.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

WINTHROP BROWN

Enclosure: [1]
Appendix.

His Excellency
NOBUHIKO USHIBA,
Ambassador of Japan.

¹ Not printed. For identical text, see p. 277.

IRELAND

Trade: Meat Imports

*Agreement effected by exchange of notes
Signed at Washington March 16, 1972;
Entered into force March 16, 1972.*

The Secretary of State to the Irish Ambassador

DEPARTMENT OF STATE
WASHINGTON

MARCH 16, 1972

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled, or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1972 and to the agreements between the United States and other countries, including Ireland, constituting the 1971 restraint program concerning shipments of such meats to the United States.

I have the honor to inform you that the Governments of all of the countries that participated in the 1971 restraint program have agreed to enter into similar agreements for the calendar year 1972. These agreements are being embodied in exchanges of notes between the Government of the United States of America and the Governments of the respective countries.

I have the honor to propose that the agreement between our two Governments should provide as follows:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1972 from countries participating in the restraint program shall be 1,155 million pounds and the Government of Ireland and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of Ireland shall limit the quantity of such meats exported from Ireland as direct shipments on a through bill of lading to the United States for entry or withdrawal from warehouse for consumption during the calendar year 1972 to 74.7 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit imports of such meats of Irish origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Ireland:

(a) such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Ireland; and

(b) such regulations shall be issued only after consultation with the Government of Ireland pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1972 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1972 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Ireland, such increase or estimated shortfall shall be allocated to Ireland in the proportion that 74.7 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1972. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1972 restraint program.

5. The Government of the United States of America shall separately report meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended,¹ and such meats will not be regarded as part of the quantity described in paragraph 2.

6. The Government of Ireland and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding increase in the total quantity permissible under the restraint program and allocation of shortfall. In particular, consultations regarding these

¹ 21 U.S.C. § 71 *et seq.*

matters and the market situation shall be held before the beginning of each calendar quarter.

7. In the event that quotas on the imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Ireland shall not include the period between October 1, 1968 and December 31, 1972, unless with the consent of the Government of Ireland.

8. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of Ireland as soon as possible after the end of each month:

- (i) Details from all supplying countries of imports into the United States to that date.
- (ii) An estimate of the expected supply/shipment position by country and in total.

(b) As soon as possible after the end of each month the Government of Ireland shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1972, ship by ship and port by port, based on actual loadings in Ireland.

I have the honor to propose that, if the foregoing is acceptable to the Government of Ireland, this note together with Your Excellency's confirmatory reply, shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

JULIUS L. KATZ

His Excellency

WILLIAM WARNOCK,
Ambassador of Ireland.

The Irish Ambassador to the Secretary of State

AMBASÁID NA HÉIREANN
EMBASSY OF IRELAND
WASHINGTON, D.C. 20008

MARCH 16, 1972.

EXCELLENCY:

I have the honor to refer to your note of today's date which reads as follows:—

“EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United

TIAS 7307

States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled, or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1972 and to the agreements between the United States and other countries, including Ireland, constituting the 1971 restraint program concerning shipments of such meats to the United States.

I have the honor to inform you that the Governments of all of the countries that participated in the 1971 restraint program have agreed to enter into similar agreements for the calendar year 1972. These agreements are being embodied in exchanges of notes between the Government of the United States of America and the Governments of the respective countries.

I have the honor to propose that the agreement between our two Governments should provide as follows:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1972 from countries participating in the restraint program shall be 1,155 million pounds and the Government of Ireland and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of Ireland shall limit the quantity of such meats exported from Ireland as direct shipments on a through bill of lading to the United States for entry or withdrawal from warehouse for consumption during the calendar year 1972 to 74.7 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit imports of such meats of Irish origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Ireland:

(a) such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Ireland; and

(b) such regulations shall be issued only after consultation with the Government of Ireland pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1972 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the

TIAS 7307

United States during the calendar year 1972 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Ireland, such increase or estimated shortfall shall be allocated to Ireland in the proportion that 74.7 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1972. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1972 restraint program.

5. The Government of the United States of America shall separately reports meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended,^[1] and such meats will not be regarded as part of the quantity described in paragraph 2.

6. The Government of Ireland and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding increase in the total quantity permissible under the restraint program and allocation of shortfall. In particular, consultations regarding these matters and the market situation shall be held before the beginning of each calendar quarter.

7. In the event that quotas on the imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Ireland shall not include the period between October 1, 1968 and December 31, 1972, unless with the consent of the Government of Ireland.

8. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of Ireland as soon as possible after the end of each month:

- (i) Details from all supplying countries of imports into the United States to that date.
- (ii) An estimate of the expected supply/shipment position by country and in total.

(b) As soon as possible after the end of each month the Government of Ireland shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1972, ship by ship and port by port, based on actual loading in Ireland.

¹ 21 U.S.C. § 71 *et seq.*

I have the honor to propose that, if the foregoing is acceptable to the Government of Ireland, this note together with Your Excellency's confirmatory reply, shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

JULIUS L. KATZ"

I have the honor to confirm that the foregoing is acceptable to the Government of Ireland which agrees that your note together with this reply shall constitute an agreement between our two Governments on this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

[SEAL]

W. WARNOCK

William Warnock
Ambassador of Ireland

The Honorable

WILLIAM P. ROGERS

Secretary of State

Department of State

Washington, D.C. 20520.

TIAS 7307

MEXICO

Disaster Assistance

Agreement amending the agreement of May 3, 1968.

Effectuated by exchange of notes

Signed at México March 28, 1972;

Entered into force March 28, 1972.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE UNITED STATES
OF AMERICA

No. 1577

MEXICO, D.F., March 28, 1972

EXCELLENCY:

I have the honor to refer to the talks held between representatives of our Governments concerning the desirability of amending the agreement between the United States and Mexico concerning disaster assistance, effected by an exchange of notes signed at Washington on May 3, 1968. [1]

The representatives concluded that, since the Mexico-United States Commission for Border Development and Friendship (CODAF) is no longer in existence, the present agreement should be amended by deleting the references in paragraphs four and five to the Chairman of the Mexican and American sections of that body. The representatives of the United States suggested that in paragraph five a reference to the Country Director for Mexico in the Department of State be substituted.

Accordingly, I have been instructed by my Government to propose the following amendments to the above-mentioned agreement:

1. In paragraph four, the comma after the word "Government" and the words "the Chairman of the Mexican Section of the Mexico-United States Commission for Border Development and Friendship," shall be deleted;
2. In paragraph five, the words "Country Director for Mexico in the Department of State" shall be substituted for the words "Chairman of the United States Section of the Mexico-United States Commission for Border Development and Friendship."

¹ TIAS 6481; 19 UST 4810.

If the Government of Mexico concurs in the above amendments, I have the honor to propose that this note and Your Excellency's note confirming such concurrence shall constitute an agreement between our two Governments amending the above-mentioned agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT H. McBRIDE

His Excellency

EMILIO RABASA,

*Secretary of Foreign Relations,
Mexico, D. F.*

The Mexican Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

502494

México, D. F., a 28 de marzo de 1972.

SEÑOR EMBAJADOR:

Tengo a honra acusar a Vuestra Excelencia recibo de su atenta nota número 1577, fechada el día de hoy, cuyos términos vertidos al español son los siguientes:

"Tengo el honor de referirme a las conversaciones celebradas entre Representantes de nuestros Gobiernos, relativas a la conveniencia de enmendar el Acuerdo entre los Estados Unidos de América y México respecto al auxilio en casos de desastre, efectuado por Canje de Notas, firmadas en Washington, el 3 de mayo de 1968.

Los Representantes llegaron a la conclusión de que, como la Comisión México-Estados Unidos para el Desarrollo y la Amistad Fronterizos (CODAF) ha dejado de existir, dicho Acuerdo debería ser enmendado suprimiendo las referencias en los párrafos 4 y 5 al Presidente de las secciones Mexicana y Norteamericana de ese cuerpo. Los Representantes de los Estados Unidos sugirieron que, en el párrafo 5, se haga referencia al Director de Asuntos Mexicanos del Departamento de Estado.

Por lo tanto, he recibido instrucciones de mi Gobierno para proponer las siguientes enmiendas al Acuerdo arriba citado:

1. En el párrafo 4, la coma después de la palabra "Gobierno" y las palabras "el Presidente de la Sección Mexicana de la Comisión México-Estados Unidos de América para el

TIAS 7308

Desarrollo y la Amistad Fronterizos," deberán ser eliminadas;

2. En el párrafo 5, las palabras "el Presidente de la Sección Norteamericana de la Comisión México-Estados Unidos de América para el Desarrollo y la Amistad Fronterizos" deberán ser sustituidas por las palabras "el Director de Asuntos Mexicanos del Departamento de Estado."

Si el Gobierno de México está de acuerdo con las anteriores enmiendas, tengo el honor de proponer que esta nota y la de Vuestra Excelencia confirmando dicho acuerdo, constituyan un Acuerdo entre nuestros dos Gobiernos que enmiende el Acuerdo arriba mencionado."

En respuesta, me complazco en informar a Vuestra Excelencia que mi Gobierno acepta los términos de su nota número 1577 antes transcrita y, en consecuencia, está de acuerdo en considerar que dicha nota y la presente constituyen un Acuerdo entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno de los Estados Unidos de América que modifica los párrafos 4 y 5 del Acuerdo por el cual se constituyó un Comité México-Estados Unidos de América de auxilio en casos de desastre, efectuado por Canje de Notas fechadas en Washington, D.C., el 3 de mayo de 1968, el cual entra en vigor el día de hoy.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

E. O. RABASA

Excelentísimo señor

ROBERT HENRY McBRIDE,

*Embajador Extraordinario y Plenipotenciario de los
Estados Unidos de América,
Presente.*

Translation

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

502494

MEXICO, D.F., March 28, 1972

Mr. AMBASSADOR:

I have the honor to acknowledge receipt of your note No. 1577 of this date, which in Spanish reads as follows:

[For the English language text, see p. 290.]

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In reply, I am pleased to inform you that my Government concurs in the terms of your note No. 1577 as transcribed above, and consequently agrees to consider that note and this note of reply as constituting an agreement between the Government of the United Mexican States and the Government of the United States of America, which shall enter into force on this date, amending paragraphs four and five of the agreement that created a Mexico-United States Commission for disaster assistance, effected by an exchange of notes signed at Washington on May 3, 1968.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurance of my highest consideration.

E. O. RABASA

His Excellency

ROBERT HENRY MCBRIDE,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D.F.*

TIAS 7308

MALAYSIA

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Dated at Kuala Lumpur March 8 and April 4, 1972;
Entered into force April 4, 1972;
Effective February 7, 1972.*

The American Embassy to the Malaysian Ministry of Foreign Affairs

No. 66

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Malaysia and has the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971,^[1] which includes a provision requiring payment to the United States Government in Malaysian dollars of ten percent of the value of grant military assistance provided by the United States to the Government of Malaysia.

In accordance with that provision, it is proposed that the Government of Malaysia will deposit in an account to be specified by the United States Government an amount equal to ten percent of each grant of military assistance to the Government of Malaysia by the United States Government. The deposit shall be at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in Malaysia for Malaysian dollars on the date deposits are made. The Government of Malaysia will be notified quarterly of the rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in Malaysian dollars, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961.^[2]

¹ 86 Stat. 26; 22 U.S.C. § 2321g.

² 75 Stat. 527; 22 U.S.C. § 2451 note.

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Malaysia shall, together with this note, constitute an agreement between our governments on this subject effective from and after February 7, 1972 and applicable to the rendering of defense services funded or rendered on or subsequent to that date.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Government of Malaysia the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
KUALA LUMPUR, *March 8, 1972.*

The Malaysian Ministry of Foreign Affairs to the American Embassy

CU 38/72

- The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 66 dated 8th March, 1972, which reads as follows:—

“The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Malaysia and has the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971, which includes a provision requiring payment to the United States Government in Malaysian dollars of ten percent of the value of grant military assistance provided by the United States to the Government of Malaysia.

In accordance with that provision, it is proposed that the Government of Malaysia will deposit in an account to be specified by the United States Government an amount equal to ten percent of each grant of military assistance to the Government of Malaysia by the United States Government. The deposit shall be at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in Malaysia for Malaysian dollars on the date deposits are made. The Government of Malaysia will be notified quarterly of the rendering of defence services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in Malaysian dollars, including but not limited to all costs

TIAS 7300

relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961.

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Malaysia shall, together with this note, constitute an agreement between our governments on this subject effective from and after February 7, 1972 and applicable to the rendering of defence services funded or rendered on or subsequent to that date.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Government of Malaysia the assurances of its highest consideration."

The Ministry has the honour to inform the Embassy that the proposal contained in the Embassy's Note No. 66 dated March 8, 1972, is acceptable to the Malaysian Government and further agrees that the Embassy's Note and this reply shall constitute an agreement between the two governments effective from and after February 7, 1972, and applicable to the rendering of defence services funded or rendered on or subsequent to that date.

The Ministry of Foreign Affairs avails itself of this opportunity to renews to the Embassy of the United States of America the assurances of its highest consideration.



KUALA LUMPUR,
4th April, 1972.

REPUBLIC OF KOREA

Trade in Cotton Textiles

Agreement correcting the agreement of December 30, 1971.

Effective by exchange of notes

Dated at Washington April 27, 1972;

Entered into force April 27, 1972.

The Secretary of State to the Korean Ambassador

The Secretary of State presents his compliments to his Excellency the Ambassador of Korea and has the honor to refer to the agreement between the United States and Korea relating to cotton textiles effected by exchange of notes at Washington on December 30, 1971. [1]

It is noted that, in paragraph 5, category 31 should, in accordance with the intention of the negotiators, be corrected to read "31 (wiping cloths)."

The Government of the United States will consider the correction as having been made upon confirmation of the change from the Government of Korea.

Department of State,

WASHINGTON, April 27, 1972

The Korean Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF KOREA

WASHINGTON, D.C.

KAM 72/91

The Ambassador of the Republic of Korea presents his compliments to His Excellency the Secretary of State of the United States of America and has the honor to acknowledge the receipt of His Excellency's note of April 27, 1972 concerning the listing of category 31 in paragraph 5 of the Cotton Textile Agreement dated December 30, 1971 between the Republic of Korea and the United States of America.

¹ TIAS 7250 ; 22 UST 2092.

The Ambassador has further the honor to inform His Excellency that His Excellency's note concurs with the understanding of the Government of the Republic of Korea.

The Ambassador avails himself of this opportunity to renew to His Excellency the Secretary of State the assurances of his highest consideration.

WASHINGTON, D.C.
April 27, 1972



REPUBLIC OF CHINA

Agricultural Commodities

Agreement amending the agreement of January 14, 1971.

Effected by exchange of notes

Signed at Taipei April 12, 1972;

Entered into force April 12, 1972.

The American Ambassador to the Chinese Minister of Foreign Affairs

No. 6

TAIPEI, April 12, 1972

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on January 14, 1971, [1] and propose that part II be amended as follows:

"Item I, Commodity Table: Under column headed supply period (U.S. Fiscal Year) change second line to read—'1972 and 1973'.

"Item III, Usual Marketing Table: Under column headed Import Period (U.S. FY) change second line to read: '1972 and 1973'; under column headed Usual Marketing Requirement, change second line to read: '260,000 bales each year of which at least 150,000 bales shall be from the United States'.

"All other terms and conditions of the January 14, 1971 agreement remain the same."

I have the honor to propose that this note and your reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

WALTER P. MCCONAUGHY

His Excellency

CHOW SHU-KAI,

*Minister of Foreign Affairs,
Taipei.*

¹ TIAS 7062; 22 UST 299.

The Chinese Minister of Foreign Affairs to the American Ambassador

[1]
 外
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 07256

MINISTRY OF FOREIGN AFFAIRS
 REPUBLIC OF CHINA

TAIPEI, April 12, 1972.

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 6 of today's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on January 14, 1971, and propose that part II be amended as follows:

"Item I, Commodity Table: Under column headed supply period (U.S. Fiscal Year) change second line to read—'1972 and 1973'.

"Item III, Usual Marketing Table: Under column headed Import Period (U.S. FY) change second line to read: '1972 and 1973'; under column headed Usual Marketing Requirement, change second line to read: '260,000 bales each year of which at least 150,000 bales shall be from the United States'.

"All other terms and conditions of the January 14, 1971 agreement remain the same."

I have the honor to propose that this note and your reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your reply."

In reply, I have the honor to confirm that the proposal set forth in your note is agreeable to the Government of the Republic of China and that your note and this note shall constitute an agreement between our two Governments, effective as of today's date.

Accept, Excellency, the renewed assurances of my highest consideration.

CHOW SHUKAI

Chow Shu-kai
Minister of Foreign Affairs

[SEAL]

His Excellency

WALTER P. McCONAUGHY

*Ambassador of the United States of America
 Taipei*

¹ In translation reads: "Wai(61) fei 3/07256.

CANADA
Great Lakes Water Quality

***Agreement, with annexes and texts and terms of reference,
signed at Ottawa April 15, 1972;
Entered into force April 15, 1972.***

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND CANADA
ON GREAT LAKES WATER QUALITY

The Government of the United States of America and
the Government of Canada,

Determined to restore and enhance water quality in
the Great Lakes System;

Seriously concerned about the grave deterioration of
water quality on each side of the boundary to an extent that is
causing injury to health and property on the other side, as
described in the 1970 report of the International Joint
Commission on Pollution of Lake Erie, Lake Ontario and the
International Section of the St. Lawrence River;

Intent upon preventing further pollution of the Great
Lakes System owing to continuing population growth, resource
development and increasing use of water;

Reaffirming in a spirit of friendship and cooperation
the rights and obligations of both countries under the Boundary
Waters Treaty signed on January 11, 1909,^[1] and in particular their
obligation not to pollute boundary waters;

Recognizing the rights of each country in the use of
its Great Lakes waters;

Satisfied that the 1970 report of the International
Joint Commission provides a sound basis for new and more effective
cooperative actions to restore and enhance water quality in the
Great Lakes System;

Convinced that the best means to achieve improved water
quality in the Great Lakes System is through the adoption of
common objectives, the development and implementation of
cooperative programs and other measures, and the assignment of
special responsibilities and functions to the International
Joint Commission;

Have agreed as follows:

¹ TS 548:36 Stat. 2448.

ARTICLE I

DEFINITIONS

As used in this Agreement:

- (a) "Boundary waters of the Great Lakes System" or "boundary waters" means boundary waters, as defined in the Boundary Waters Treaty, that are within the Great Lakes System;
- (b) "Boundary Waters Treaty" means the Treaty between the United States and Great Britain Relating to Boundary Waters, and Questions Arising Between the United States and Canada, signed at Washington on January 11, 1909;
- (c) "Compatible regulations" means regulations no less restrictive than agreed principles;
- (d) "Great Lakes System" means all of the streams, rivers, lakes and other bodies of water that are within the drainage basin of the St. Lawrence River at or upstream from the point at which this river becomes the international boundary between Canada and the United States;
- (e) "Harmful quantity" means any quantity of a substance that if discharged into receiving waters would be inconsistent with the achievement of the water quality objectives;
- (f) "Hazardous polluting substance" means any element or compound identified by the Parties which, when discharged in any quantity into or upon receiving waters or adjoining shorelines, presents an imminent and substantial danger to public health or welfare; for this purpose, "public health or welfare" encompasses all factors affecting the health and welfare of man including but not limited to human health, and the conservation and protection of fish, shellfish, wildlife, public and private property, shorelines and beaches;
- (g) "International Joint Commission" or "Commission" means the International Joint Commission established by the Boundary Waters Treaty;
- (h) "Phosphorus" means the element phosphorus present as a constituent of various organic and inorganic complexes and compounds;
- (i) "Specific water quality objective" means the level of a substance or physical effect that the Parties agree, after investigation, to recognize as a maximum or minimum desired limit for a defined body of water or portion thereof, taking into account the beneficial uses of the water that the Parties desire to secure and protect;
- (j) "State and Provincial Governments" means the Governments of the States of Illinois, Indiana, Michigan, Minnesota, New York, Ohio, Pennsylvania, and Wisconsin, and the Government of the Province of Ontario;

TIAS 7312

- (k) "Tributary waters of the Great Lakes System" or "tributary waters" means all the waters of the Great Lakes System that are not boundary waters;
- (l) "Water quality objectives" means the general water quality objectives adopted pursuant to Article II of this Agreement and the specific water quality objectives adopted pursuant to Article III of this Agreement.

ARTICLE II

GENERAL WATER QUALITY OBJECTIVES

The following general water quality objectives for the boundary waters of the Great Lakes System are adopted. These waters should be:

- (a) Free from substances that enter the waters as a result of human activity and that will settle to form putrescent or otherwise objectionable sludge deposits, or that will adversely affect aquatic life or waterfowl;
- (b) Free from floating debris, oil, scum and other floating materials entering the waters as a result of human activity in amounts sufficient to be unsightly or deleterious;
- (c) Free from materials entering the waters as a result of human activity producing colour, odour or other conditions in such a degree as to create a nuisance;
- (d) Free from substances entering the waters as a result of human activity in concentrations that are toxic or harmful to human, animal or aquatic life;
- (e) Free from nutrients entering the waters as a result of human activity in concentrations that create nuisance growths of aquatic weeds and algae.

ARTICLE III

SPECIFIC WATER QUALITY OBJECTIVES

1. The specific water quality objectives for the boundary waters of the Great Lakes System set forth in Annex 1 are adopted.
2. The specific water quality objectives may be modified and additional specific water quality objectives for the boundary waters of the Great Lakes System or for particular sections thereof may be adopted by the Parties in accordance with the provisions of Articles IX and XII of this Agreement.
3. The specific water quality objectives adopted pursuant to this Article represent the minimum desired levels of water quality in the boundary waters of the Great Lakes System and are not intended to preclude the establishment of more stringent requirements.

4. Notwithstanding the adoption of specific water quality objectives, all reasonable and practicable measures shall be taken to maintain the levels of water quality existing at the date of entry into force of this Agreement in those areas of the boundary waters of the Great Lakes System where such levels exceed the specific water quality objectives.

ARTICLE IV

STANDARDS AND OTHER REGULATORY REQUIREMENTS

Water quality standards and other regulatory requirements of the Parties shall be consistent with the achievement of the water quality objectives. The Parties shall use their best efforts to ensure that water quality standards and other regulatory requirements of the State and Provincial Governments shall similarly be consistent with the achievement of the water quality objectives.

ARTICLE V

PROGRAMS AND OTHER MEASURES

1. Programs and other measures directed toward the achievement of the water quality objectives shall be developed and implemented as soon as practicable in accordance with legislation in the two countries. Unless otherwise agreed, such programs and other measures shall be either completed or in process of implementation by December 31, 1975. They shall include the following:

- (a) Pollution from Municipal Sources. Programs for the abatement and control of discharges of municipal sewage into the Great Lakes System including:
 - (i) construction and operation in all municipalities having sewer systems of waste treatment facilities providing levels of treatment consistent with the achievement of the water quality objectives, taking into account the effects of waste from other sources;
 - (ii) provision of financial resources to assist prompt construction of needed facilities;
 - (iii) establishment of requirements for construction and operating standards for facilities;
 - (iv) measures to find practical solutions for reducing pollution from overflows of combined storm and sanitary sewers;
 - (v) monitoring, surveillance and enforcement activities necessary to ensure compliance with the foregoing programs and measures.

- (b) Pollution from Industrial Sources. Programs for the abatement and control of pollution from industrial sources, including:
- (i) establishment of waste treatment or control requirements for all industrial plants discharging waste into the Great Lakes System, to provide levels of treatment or reduction of inputs of substances and effects consistent with the achievement of the water quality objectives, taking into account the effects of waste from other sources;
 - (ii) requirements for the substantial elimination of discharges into the Great Lakes System of mercury and other toxic heavy metals;
 - (iii) requirements for the substantial elimination of discharges into the Great Lakes System of toxic persistent organic contaminants;
 - (iv) requirements for the control of thermal discharges;
 - (v) measures to control the discharge of radioactive materials into the Great Lakes System;
 - (vi) monitoring, surveillance and enforcement activities necessary to ensure compliance with the foregoing requirements and measures.
- (c) Eutrophication. Measures for the control of inputs of phosphorus and other nutrients including programs to reduce phosphorus inputs, in accordance with the provisions of Annex 2.
- (d) Pollution from Agricultural, Forestry and Other Land Use Activities. Measures for the abatement and control of pollution from agricultural, forestry and other land use activities, including:
- (i) measures for the control of pest control products with a view to limiting inputs into the Great Lakes System, including regulations to ensure that pest control products judged to have long term deleterious effects on the quality of water or its biotic components shall be used only as authorized by the responsible regulatory agencies, and that pest control products shall not be applied directly to water except in accordance with the requirements of the responsible regulatory agencies;
 - (ii) measures for the abatement and control of pollution from animal husbandry operations, including encouragement to appropriate regulatory agencies to adopt regulations governing site selection and disposal of liquid and solid wastes in order to minimize the loss of pollutants to receiving waters;

- (iii) measures governing the disposal of solid wastes and contributing to the achievement of the water quality objectives, including encouragement to appropriate regulatory agencies to ensure proper location of land fill and land dumping sites and regulations governing the disposal on land of hazardous polluting substances;
 - (iv) advisory programs and measures that serve to abate and control inputs of nutrients and sediments into receiving waters from agricultural, forestry and other land use activities.
- (e) Pollution from Shipping Activities. Measures for the abatement and control of pollution from shipping sources, including:
- (i) programs and compatible regulations for vessel design, construction and operation, to prevent discharges of harmful quantities of oil and hazardous polluting substances, in accordance with the principles set forth in Annex 3;
 - (ii) compatible regulations for the control of vessel waste discharges in accordance with the principles set forth in Annex 4;
 - (iii) such compatible regulations to abate and control pollution from shipping sources as may be deemed desirable in the light of studies to be undertaken in accordance with the terms of references set forth in Annex 5;
 - (iv) programs for the safe and efficient handling of shipboard generated wastes, including oil, hazardous polluting substances, garbage, waste water and sewage, and their subsequent disposal, including any necessary compatible regulations relating to the type, quantity and capacity of shore reception facilities;
 - (v) establishment of a coordinated system for the surveillance and enforcement of regulations dealing with the abatement and control of pollution from shipping activities.
- (f) Pollution from Dredging Activities. Measures for the abatement and control of pollution from dredging activities, including the development of criteria for the identification of polluted dredged spoil and compatible programs for disposal of polluted dredged spoil, which shall be considered in the light of the review provided for in Annex 6; pending the development of compatible criteria and programs, dredging operations shall be conducted in a manner that will minimize adverse effects on the environment.
- (g) Pollution from Onshore and Offshore Facilities. Measures for the abatement and control of pollution from onshore and offshore facilities, including programs and compatible regulations for the prevention of discharges of harmful quantities of oil and hazardous polluting substances, in accordance with the principles set forth in Annex 7.

- (h) Contingency Plan. Maintenance of a joint contingency plan for use in the event of a discharge or the imminent threat of a discharge of oil or hazardous polluting substances, in accordance with the provisions of Annex 8.
- (i) Hazardous Polluting Substances. Consultation within one year from the date of entry into force of this Agreement for the purpose of developing an Annex identifying hazardous polluting substances; the Parties shall further consult from time to time for the purpose of identifying harmful quantities of these substances and of reviewing the definition of "harmful quantity of oil" set forth in Annexes 3 and 7.

2. The Parties shall develop and implement such additional programs as they jointly decide are necessary and desirable for the achievement of the water quality objectives.

3. The programs and other measures provided for in this Article shall be designed to abate and control pollution of tributary waters where necessary or desirable for the achievement of the water quality objectives for the boundary waters of the Great Lakes System.

ARTICLE VI

POWERS, RESPONSIBILITIES AND FUNCTIONS OF THE INTERNATIONAL JOINT COMMISSION

1. The International Joint Commission shall assist in the implementation of this Agreement. Accordingly, the Commission is hereby given, pursuant to Article IX of the Boundary Waters Treaty, the following responsibilities:
- (a) Collation, analysis and dissemination of data and information supplied by the Parties and State and Provincial Governments relating to the quality of the boundary waters of the Great Lakes System and to pollution that enters the boundary waters from tributary waters;
 - (b) Collection, analysis and dissemination of data and information concerning the water quality objectives and the operation and effectiveness of the programs and other measures established pursuant to this Agreement;
 - (c) Tendering of advice and recommendations to the Parties and to the State and Provincial Governments on problems of the quality of the boundary waters of the Great Lakes System, including specific recommendations concerning the water quality objectives, legislation, standards and other regulatory requirements, programs and other measures, and intergovernmental agreements relating to the quality of these waters;
 - (d) Provision of assistance in the coordination of the joint activities envisaged by this Agreement, including such matters as contingency planning and consultation on special situations;

- (e) Provision of assistance in the coordination of Great Lakes water quality research, including identification of objectives for research activities, tendering of advice and recommendations concerning research to the Parties and to the State and Provincial Governments and dissemination of information concerning research to interested persons and agencies;
 - (f) Investigations of such subjects related to Great Lakes water quality as the Parties may from time to time refer to it. At the time of signature of this Agreement, the Parties are requesting the Commission to enquire into and report to them upon:
 - (i) pollution of the boundary waters of the Great Lakes System from agricultural, forestry and other land use activities, in accordance with the terms of reference attached to this Agreement;
 - (ii) actions needed to preserve and enhance the quality of the waters of Lake Huron and Lake Superior in accordance with the terms of reference attached to this Agreement.
2. In the discharge of its responsibilities under this Agreement, the Commission may exercise all of the powers conferred upon it by the Boundary Waters Treaty and by any legislation passed pursuant thereto, including the power to conduct public hearings and to compel the testimony of witnesses and the production of documents.
3. The Commission shall make a report to the Parties and to the State and Provincial Governments no less frequently than annually concerning progress toward the achievement of the water quality objectives. This report shall include an assessment of the effectiveness of the programs and other measures undertaken pursuant to this Agreement, and advice and recommendations. The Commission may at any time make special reports to the Parties, to the State and Provincial Governments and to the public concerning any problem of water quality in the Great Lakes System.
4. The Commission may in its discretion publish any report, statement or other document prepared by it in the discharge of its functions under this Agreement.
5. The Commission shall have authority to verify independently the data and other information submitted by the Parties and by the State and Provincial Governments through such tests or other means as appear appropriate to it, consistent with the Boundary Waters Treaty and with applicable legislation.

ARTICLE VII

JOINT INSTITUTIONS

1. The International Joint Commission shall establish a Great Lakes Water Quality Board to assist it in the exercise of the powers and responsibilities assigned to it under this Agreement. Such Board shall be composed of an equal number of

members from Canada and the United States, including representation from the Parties and from each of the State and Provincial Governments. The Commission shall also establish a Research Advisory Board in accordance with the terms of reference attached to this Agreement. The members of the Great Lakes Water Quality Board and the Research Advisory Board shall be appointed by the Commission after consultation with the appropriate government or governments concerned. In addition, the Commission shall have the authority to establish as it may deem appropriate such subordinate bodies as may be required to undertake specific tasks, as well as a regional office, which may be located in the basin of the Great Lakes System, to assist it in the discharge of its functions under this Agreement. The Commission shall also consult the Parties about the site and staffing of any regional office that might be established.

2. The Commission shall submit an annual budget of anticipated expenses to be incurred in carrying out its responsibilities under this Agreement to the Parties for approval. Each Party shall seek funds to pay one-half of the annual budget so approved, but neither Party shall be under an obligation to pay a larger amount than the other toward this budget.

ARTICLE VIII

SUBMISSION AND EXCHANGE OF INFORMATION

1. The International Joint Commission shall be given at its request any data or other information relating to the quality of the boundary waters of the Great Lakes System in accordance with procedures to be established, within three months of the entry into force of this Agreement or as soon thereafter as possible, by the Commission in consultation with the Parties and with the State and Provincial Governments.

2. The Commission shall make available to the Parties and to the State and Provincial Governments upon request all data or other information furnished to it in accordance with this Article.

3. Each Party shall make available to the other at its request any data or other information in its control relating to the quality of the waters of the Great Lakes System.

4. Notwithstanding any other provision of this Agreement, the Commission shall not release without the consent of the owner any information identified as proprietary information under the law of the place where such information has been acquired.

ARTICLE IX

CONSULTATION AND REVIEW

1. Following the receipt of each report submitted to the Parties by the International Joint Commission in accordance with paragraph 3 of Article VI of this Agreement, the Parties shall consult on the recommendations contained in such report and shall consider such action as may be appropriate, including:

- (a) The modification of existing water quality objectives and the adoption of new objectives;
- (b) The modification or improvement of programs and joint measures;
- (c) The amendment of this Agreement or any annex thereto.

Additional consultations may be held at the request of either Party on any matter arising out of the implementation of this Agreement.

2. When a Party becomes aware of a special pollution problem that is of joint concern and requires an immediate response, it shall notify and consult the other Party forthwith about appropriate remedial action.

3. The Parties shall conduct a comprehensive review of the operation and effectiveness of this Agreement during the fifth year after its coming into force. Thereafter, further comprehensive reviews shall be conducted upon the request of either Party.

ARTICLE X

IMPLEMENTATION

1. The obligations undertaken in this Agreement shall be subject to the appropriation of funds in accordance with the constitutional procedures of the Parties.
2. The Parties commit themselves to seek:
 - (a) The appropriation of the funds required to implement this Agreement, including the funds needed to develop and implement the programs and other measures provided for in Article V, and the funds required by the International Joint Commission to carry out its responsibilities effectively;
 - (b) The enactment of any additional legislation that may be necessary in order to implement the programs and other measures provided for in Article V;
 - (c) The cooperation of the State and Provincial Governments in all matters relating to this Agreement.

ARTICLE XI

EXISTING RIGHTS AND OBLIGATIONS

Nothing in this Agreement shall be deemed to diminish the rights and obligations of the Parties as set forth in the Boundary Waters Treaty.

ARTICLE XII

AMENDMENT

This Agreement and the Annexes thereto may be amended by agreement of the Parties. The Annexes may also be amended as provided therein, subject to the requirement that such amendments shall be within the scope of this Agreement.

ARTICLE XIII

ENTRY INTO FORCE AND TERMINATION

This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties, and shall remain in force for a period of five years and thereafter until terminated upon twelve months' notice given in writing by one of the Parties to the other.

ACCORD ENTRE
LES ETATS-UNIS D'AMERIQUE ET LE CANADA
RELATIF A LA QUALITE DE L'EAU DANS LES GRANDS LACS

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement
du Canada,

Résolus à rétablir et à améliorer la qualité de l'eau dans le
réseau des Grands lacs,

Gravement préoccupés de la détérioration sérieuse de la qualité
de l'eau des deux côtés de la frontière, détérioration qui atteint un degré
nuisible pour la santé humaine et pour les biens situés de chaque côté de la
frontière, comme l'expose le rapport de 1970 de la Commission mixte interna-
tionale sur la pollution du lac Erié, du lac Ontario et de la section inter-
nationale du Saint-Laurent,

Résolus à empêcher toute aggravation de la pollution du réseau
des Grands lacs due à l'expansion démographique, à l'exploitation des ressources
et à une utilisation accrue de l'eau,

Réaffirmant, dans un esprit d'amitié et de coopération, les droits
et les obligations conférés aux deux pays par le Traité des eaux limitrophes
signé le 11 janvier 1909, et en particulier leur obligation de ne pas polluer
les eaux limitrophes,

Reconnaissant les droits que possède chaque pays dans l'utilisation
des eaux des Grands lacs,

Convaincus que le rapport de 1970 de la Commission mixte internatio-
nale fournit une base sûre pour l'application, en coopération, de mesures nouvelles
et plus efficaces visant à rétablir et à améliorer la qualité de l'eau dans le
réseau des Grands lacs,

Convaincus que le meilleur moyen d'assurer une amélioration de la
qualité de l'eau dans le réseau des Grands lacs est l'adoption d'objectifs communs,
l'élaboration et la mise en oeuvre de programmes de coopération et d'autres mesures,
et la délégation de responsabilités et fonctions particulières à la Commission mixte
internationale:

Sont convenus de ce qui suit:

TIAS 7312

ARTICLE PREMIER

DEFINITIONS

Dans le présent Accord:

- a) "eaux limitrophes du réseau des Grands lacs" ou "eaux limitrophes" signifie les eaux limitrophes, telles que les définit le Traité des eaux limitrophes, qui font partie du réseau des Grands lacs;
- b) "Traité des eaux limitrophes" signifie le Traité entre les Etats-Unis et la Grande-Bretagne relatif aux eaux limitrophes et aux questions à régler entre les Etats-Unis et le Canada, signé à Washington le 11 janvier 1909;
- c) "règlements compatibles" signifie des règlements non moins restrictifs que les principes acceptés;
- d) "réseau des Grands lacs" signifie tous les cours d'eau, rivières, lacs et autres étendues d'eau qui se trouvent à l'intérieur du bassin hydrographique du Saint-Laurent, au point ou en amont du point où ce fleuve devient la frontière internationale entre le Canada et les Etats-Unis;
- e) "quantité nuisible" signifie toute quantité d'une substance qui, si elle est déchargée dans les eaux réceptrices, est incompatible avec la réalisation des objectifs de qualité de l'eau;
- f) "substance polluante dangereuse" signifie tout élément ou composé identifié par les Parties qui, s'il est déchargé en une quantité quelconque dans les eaux réceptrices ou sur les rivages voisins, présente un danger imminent et grave pour la santé ou le bien-être publics; à cette fin, l'expression "la santé ou le bien-être publics" s'applique à tous les facteurs qui ont une influence sur la santé et le bien-être de l'homme, y compris, sans que cette énumération soit exhaustive, la conservation et la protection du poisson, des crustacés, de la faune et de la flore, des biens publics et privés, des rivages et des plages;
- g) "Commission mixte internationale" ou "Commission" signifie la Commission mixte internationale établie par le Traité des eaux limitrophes;
- h) "Phosphore" signifie l'élément phosphore présent en tant qu'élément constitutif de divers complexes et composés organiques et inorganiques;
- i) "objectif spécifique de qualité de l'eau" signifie la concentration d'une substance ou l'intensité d'un effet physique que les Parties décident de reconnaître, après enquête, comme une limite maximum ou minimum souhaitée pour une étendue d'eau définie ou une partie déterminée de cette étendue d'eau, compte tenu des usages légitimes et utiles de l'eau que les Parties désirent assurer et protéger;
- j) "Gouvernements d'Etat et de province" signifie les Gouvernements des Etats d'Illinois, d'Indiana, de Michigan, de Minnesota, de New York, d'Ohio, de Pennsylvanie et de Wisconsin, et le Gouvernement de la province d'Ontario;
- k) "eaux tributaires du réseau des Grands lacs" ou "eaux tributaires" signifie toutes les eaux du réseau des Grands lacs qui ne sont pas des eaux limitrophes;
- l) "objectifs de qualité de l'eau" signifie les objectifs généraux de qualité de l'eau adoptés conformément à l'Article II du présent Accord et les objectifs spécifiques de qualité de l'eau adoptés conformément à l'Article III du présent Accord.

ARTICLE II

OBJECTIFS GÉNÉRAUX DE QUALITÉ DE L'EAU

Les objectifs généraux ci-après de qualité de l'eau sont adoptés pour les eaux limitrophes du réseau des Grands lacs. Ces eaux doivent être:

- a) libres de substances qui pénètrent dans les eaux à la suite de l'activité humaine et qui se déposent pour former des boues putrescentes ou d'autres dépôts désagréables, ou qui ont un effet nocif sur la vie aquatique ou les oiseaux aquatiques;
- b) libres de débris flottants, d'huiles, d'écume et d'autres matières flottantes pénétrant dans les eaux à la suite de l'activité humaine en quantités suffisantes pour être désagréables ou nuisibles;
- c) libres de matières pénétrant dans les eaux à la suite de l'activité humaine et produisant des couleurs, des odeurs ou d'autres conditions à un degré qui constitue une nuisance;
- d) libres de substances pénétrant dans les eaux à la suite de l'activité humaine en concentrations qui sont toxiques ou nocives pour la vie humaine, animale ou aquatique;
- e) libres d'éléments nutritifs pénétrant dans les eaux à la suite de l'activité humaine en concentrations qui provoquent des croissances gênantes d'herbes aquatiques et d'algues.

ARTICLE III

OBJECTIFS SPÉCIFIQUES DE QUALITÉ DE L'EAU

1. Les objectifs spécifiques de qualité de l'eau énoncés à l'Annexe 1 sont adoptés pour les eaux limitrophes du réseau des Grands lacs.

2. Les objectifs spécifiques de qualité de l'eau peuvent être modifiés et des objectifs spécifiques supplémentaires de qualité de l'eau peuvent être adoptés par les Parties pour les eaux limitrophes du réseau des Grands lacs ou pour des parties déterminées de ces eaux limitrophes conformément aux dispositions des Articles IX et XII du présent Accord.

3. Les objectifs spécifiques de qualité de l'eau adoptés conformément au présent Article représentent les niveaux minimums souhaités de qualité de l'eau dans les eaux limitrophes du réseau des Grands lacs et n'excluent pas l'établissement de règles plus strictes.

4. Nonobstant l'adoption d'objectifs spécifiques de qualité de l'eau, on devra prendre toutes les mesures raisonnables et pratiques pour maintenir les niveaux de qualité de l'eau qui existent à la date d'entrée en vigueur du présent Accord dans les parties des eaux limitrophes du réseau des Grands lacs où ces niveaux dépassent les objectifs spécifiques de qualité de l'eau.

ARTICLE IV

NORMES ET AUTRES REGLES

Les normes de qualité de l'eau et autres règles prescrites par les Parties devront être compatibles avec la réalisation des objectifs de qualité de l'eau. Les Parties devront faire tout leur possible pour que les normes de qualité de l'eau et autres règles établies par les Gouvernements d'Etat et de province soient de même compatibles avec la réalisation des objectifs de qualité de l'eau.

ARTICLE V

PROGRAMMES ET AUTRES MESURES

1. Des programmes et d'autres mesures visant à la réalisation des objectifs de qualité de l'eau devront être élaborés et mis en oeuvre le plus tôt qu'il sera pratique de le faire conformément aux lois des deux pays. Sauf décision contraire, ces programmes et autres mesures devront être complètement exécutés ou en voie d'exécution au 31 décembre 1975. Ils devront comprendre les suivantes:

- a) Pollution d'origine municipale. Programmes pour la diminution et le contrôle des déversements d'eaux usées municipales dans le réseau des Grands lacs, et notamment:
 - (i) construction et exploitation, dans toutes les municipalités dotées de réseaux d'égouts, d'installations de traitement des eaux usées assurant des niveaux de traitement compatibles avec la réalisation des objectifs de qualité de l'eau, compte tenu des effets de déchets provenant d'autres sources;
 - (ii) apport des ressources financières requises pour assurer la construction rapide des installations nécessaires;
 - (iii) établissement de règles concernant les normes requises de construction et d'exploitation des installations;
 - (iv) mesures visant à découvrir des moyens pratiques de réduire la pollution causée par le trop-plein des réseaux combinés d'égouts d'eaux pluviales et d'eaux sanitaires;
 - (v) activités de contrôle, de surveillance et d'exécution nécessaires pour assurer l'observance des programmes et mesures susmentionnés.
- b) Pollution d'origine industrielle. Programmes pour la diminution et le contrôle de la pollution provenant de sources industrielles, et notamment:
 - (i) établissement de règles pour le traitement ou le contrôle des eaux résiduaires dans le cas de toutes les usines qui déchargent des eaux résiduaires dans le réseau des Grands lacs, règles qui fixeront des niveaux de traitement ou de réduction des apports de substances et des effets conformément à la réalisation des objectifs de qualité de l'eau, compte tenu des effets de déchets provenant d'autres sources;
 - (ii) règles pour la quasi-élimination des décharges de mercure et d'autres métaux lourds toxiques dans le réseau des Grands lacs;

- (iii) règles pour la quasi-élimination des décharges de contaminants organiques toxiques persistants dans le réseau des Grands lacs;
 - (iv) règlements régissant les décharges thermiques;
 - (v) mesures visant à contrôler la décharge de matières radioactives dans le réseau des Grands lacs;
 - (vi) activités de contrôle, de surveillance et d'exécution nécessaires pour assurer l'observance des règles et mesures susmentionnées.
- c) Eutrophisation. Mesures de contrôle des décharges de phosphore et autres substances nutritives, y compris des programmes tendant à réduire les décharges de phosphore, conformément aux dispositions de l'Annexe 2.
- d) Pollution causée par l'agriculture, l'exploitation forestière et les autres activités d'utilisation des terres. Mesures pour la diminution et le contrôle de la pollution causée par l'agriculture, l'exploitation forestière et les autres activités d'utilisation des terres, y compris:
- (i) mesures de contrôle des pesticides afin de limiter les décharges de ces produits dans les Grands lacs, y compris des règlements pour faire en sorte que les pesticides jugés comme ayant des effets délétères à long terme sur la qualité de l'eau ou de ses composants biologiques ne soient utilisés que de la manière autorisée par les autorités compétentes et que des pesticides ne soient pas appliqués directement dans l'eau, sauf selon les exigences prescrites par les autorités compétentes;
 - (ii) mesures visant à diminuer et à contrôler la pollution causée par les opérations d'élevage, y compris des mesures visant à encourager les autorités compétentes à adopter des règlements qui régissent le choix des emplacements et l'élimination des déchets liquides et solides afin de réduire le plus possible la décharge de polluants dans les eaux réceptrices;
 - (iii) mesures régissant l'élimination des déchets solides et contribuant à la réalisation des objectifs de qualité de l'eau, y compris des mesures visant à encourager les autorités compétentes à veiller au bon emplacement des remblais sanitaires et des dépotoirs, ainsi que des règlements régissant l'élimination, sur la terre ferme, de substances polluantes dangereuses;
 - (iv) mesures et programmes consultatifs servant à diminuer et à contrôler les décharges dans les eaux réceptrices de substances nutritives et de sédiments découlant de l'agriculture, de l'exploitation forestière et des autres activités d'utilisation des terres.
- e) Pollution causée par la navigation maritime. Mesures pour la diminution et le contrôle de la pollution causée par la navigation maritime, et notamment:
- (i) programmes et règlements compatibles visant la conception, la construction et l'opération des bateaux, afin d'empêcher la décharge de quantités nuisibles d'huiles et de substances polluantes dangereuses, conformément aux principes énoncés à l'Annexe 3;

- (ii) règlements compatibles visant le contrôle des décharges de déchets provenant des bateaux conformément aux dispositions de l'Annexe 4;
 - (iii) règlements compatibles visant à diminuer et à contrôler la pollution causée par la navigation maritime, tels qu'ils peuvent se révéler souhaitables à la suite d'études entreprises conformément au mandat énoncé à l'Annexe 5;
 - (iv) programmes visant à une manutention sûre et efficace des déchets produits à bord des bateaux y compris les huiles, les substances polluantes dangereuses, les ordures et les eaux usées, ainsi qu'à leur élimination ultérieure, y compris tous les règlements nécessaires compatibles relatifs au genre, au nombre et à la capacité des installations réceptrices au rivage;
 - (v) établissement d'un système coordonné de surveillance et de mise en application des règlements visant à la diminution et au contrôle de la pollution causée par la navigation maritime.
- f) Pollution causée par les activités de dragage. Mesures pour la diminution et le contrôle de la pollution causée par les activités de dragage, y compris l'élaboration de critères pour l'identification des déblais de dragage pollués et programmes compatibles pour l'élimination de ces déblais, lesquels devront être évalués en fonction de l'examen prévu à l'Annexe 6; en attendant l'élaboration des critères et programmes compatibles, les opérations de dragage devront se faire de manière à réduire le plus possible les effets défavorables à l'égard de l'environnement.
- g) Pollution provenant des installations au rivage et des installations au large. Mesures pour la diminution et le contrôle de la pollution provenant des installations au rivage et des installations au large, y compris des programmes et règlements compatibles pour la prévention des décharges de quantités nuisibles d'huiles et de substances polluantes dangereuses conformément aux principes énoncés à l'Annexe 7.
- h) Plan d'urgence. Maintien d'un plan commun d'urgence, qui devra être appliqué en cas de décharge ou de risque imminent de décharge d'huiles ou de substances polluantes dangereuses, conformément aux dispositions de l'Annexe 8.
- i) Substances polluantes dangereuses. Consultations dans un délai d'un an à compter de l'entrée en vigueur du présent Accord aux fins de l'élaboration d'une Annexe identifiant les substances polluantes dangereuses; les Parties devront également se consulter de temps à autre afin d'identifier les quantités nuisibles de substances de ce genre et de passer en revue la définition de l'expression "quantité nuisible d'huiles" énoncée aux Annexes 3 et 7.

2. Les Parties s'engagent à élaborer et à mettre en oeuvre les programmes supplémentaires qu'elles s'accorderont à juger nécessaires ou souhaitables pour la réalisation des objectifs de qualité de l'eau.

3. Les programmes et autres mesures prévus dans le présent Article devront être conçus de manière à diminuer et à contrôler la pollution des eaux tributaires lorsqu'il est nécessaire ou souhaitable de le faire pour réaliser les objectifs de qualité de l'eau relatifs aux eaux limitrophes du réseau des Grands lacs.

ARTICLE VIPOUVOIRS, RESPONSABILITES ET FONCTIONS
DE LA COMMISSION MIXTE INTERNATIONALE

1. La Commission mixte internationale devra aider à la mise en oeuvre du présent Accord. La Commission est donc chargée des responsabilités suivantes, conformément à l'Article IX du Traité des eaux limitrophes:

- a) Collation, analyse et diffusion de données et de renseignements fournis par les Parties et par les Gouvernements d'Etat et de province concernant la qualité des eaux limitrophes du réseau des Grands lacs et la pollution des eaux tributaires qui entrent dans les eaux limitrophes;
- b) Assemblage, analyse et diffusion de données et de renseignements concernant les objectifs de qualité de l'eau ainsi que l'application et l'efficacité des programmes et des autres mesures établis conformément au présent Accord;
- c) Présentation de conseils et de recommandations aux Parties et aux Gouvernements d'Etat et de province sur les problèmes de la qualité des eaux limitrophes du réseau des Grands lacs, y compris des recommandations spécifiques concernant les objectifs de qualité de l'eau, les lois, normes et autres règles visant la qualité de l'eau, les programmes et autres mesures et les accords intergouvernementaux se rattachant à la qualité de ces eaux;
- d) Octroi d'aide pour la coordination des activités conjointes prévues par le présent Accord, et notamment pour des questions comme la planification d'urgence et les consultations sur des situations particulières;
- e) Octroi d'aide pour la coordination des recherches sur la qualité de l'eau dans les Grands lacs, y compris l'identification des objectifs des activités de recherche, l'apport de conseils et de recommandations concernant la recherche aux Parties ainsi qu'aux Gouvernements d'Etat et de province, et la diffusion de renseignements sur la recherche aux personnes et organismes intéressés;
- f) Enquêtes sur des sujets relatifs à la qualité de l'eau dans les Grands lacs, comme les Parties pourront le demander de temps à autre à la Commission. Au moment de la signature du présent Accord, les Parties demandent à la Commission de faire enquête et rapport sur:
 - (i) la pollution des eaux limitrophes du réseau des Grands lacs causée par l'agriculture, l'exploitation forestière et les autres activités d'utilisation des terres, conformément au mandat annexé au présent Accord;
 - (ii) l'action à entreprendre pour préserver et améliorer la qualité des eaux du lac Huron et du lac Supérieur conformément au mandat annexé au présent Accord.

2. En s'acquittant des responsabilités que lui confie le présent Accord, la Commission peut exercer tous les pouvoirs qui lui sont conférés par le Traité des eaux limitrophes et par toute loi adoptée en conformité du Traité, y compris le pouvoir de tenir des audiences publiques et de commander le témoignage de témoins et la production de documents.

3. La Commission devra faire rapport aux Parties et aux Gouvernements d'Etat et de province au moins une fois l'an concernant les progrès accomplis vers la réalisation des objectifs de qualité de l'eau. Ce rapport devra comprendre une évaluation de l'efficacité des programmes et des autres mesures entrepris en conformité du présent Accord, ainsi que des conseils et recommandations. La Commission peut en tout temps faire des rapports spéciaux aux Parties, aux Gouvernements d'Etat et de province et au public concernant tout problème de la qualité de l'eau dans le réseau des Grands lacs.

4. La Commission peut, à son jugement, publier tout rapport, déclaration ou autre document qu'elle a rédigé dans l'exercice des fonctions que lui confère le présent Accord.

5. La Commission aura autorité pour vérifier indépendamment les données et autres renseignements fournis par les Parties et par les Gouvernements d'Etat et de province, en faisant les essais ou en employant tous autres moyens qu'elle juge appropriés, en conformité du Traité des eaux limitrophes et des lois applicables.

ARTICLE VII

INSTITUTIONS MIXTES

1. La Commission mixte internationale devra établir un Conseil de la qualité de l'eau des Grands lacs, chargé de l'aider dans l'exercice des pouvoirs et des responsabilités que lui confère le présent Accord. Le Conseil devra être composé d'un nombre égal de membres du Canada et de membres des Etats-Unis, et cette représentation devra comprendre des délégués des Parties et de chacun des Gouvernements d'Etat et de province en cause. La Commission devra aussi établir un Conseil consultatif de recherche conformément au mandat annexé au présent Accord. Les membres du Conseil de la qualité de l'eau des Grands lacs et du Conseil consultatif de recherche devront être nommés par la Commission après consultations avec le Gouvernement ou les Gouvernements intéressés. La Commission sera autorisée, en outre, à créer les organismes subsidiaires qui peuvent être nécessaires pour l'exécution de tâches déterminées et à établir un bureau régional qui pourra être situé dans le bassin des Grands lacs et qui l'aidera dans l'exercice des fonctions prescrites par le présent Accord. La Commission devra aussi consulter les Parties au sujet de l'emplacement et de la dotation en personnel de tout bureau régional qui pourra être constitué.

2. La Commission devra soumettre à l'approbation des Parties un budget annuel des dépenses prévues pour l'exercice des fonctions que lui confère le présent Accord. Chaque Partie s'efforcera d'obtenir les fonds nécessaires pour couvrir la moitié du budget annuel ainsi approuvé, mais aucune des deux Parties ne sera obligée de payer un montant plus grand que l'autre au titre de ce budget.

ARTICLE VIII

COMMUNICATION ET ECHANGE DE RENSEIGNEMENTS

1. La Commission mixte internationale devra recevoir, à sa demande, toutes données ou tous autres renseignements relatifs à la qualité des eaux limitrophes du réseau des Grands lacs, conformément aux procédures qui seront établies par la Commission, en consultation avec les Parties et avec les Gouvernements d'Etat et de province, dans un délai de trois mois à compter de l'entrée en vigueur du présent Accord ou aussitôt que possible après l'expiration de ce délai.

2. La Commission devra mettre à la disposition des Parties et des Gouvernements d'Etat et de province, sur leur demande, toutes données ou tous autres renseignements qui lui sont fournis conformément au présent Article.
3. Chaque Partie devra mettre à la disposition de l'autre Partie, à sa demande, toutes données ou tous autres renseignements qu'elle possède concernant la qualité des eaux du réseau des Grands lacs.
4. Nonobstant toute autre disposition du présent Accord, la Commission ne devra pas communiquer, sans le consentement du propriétaire, les renseignements qui sont identifiés comme renseignements privés par la loi du lieu où ces renseignements ont été acquis.

ARTICLE IX

CONSULTATIONS ET REVISION

1. Après réception de chaque rapport présenté aux Parties par la Commission mixte internationale conformément au paragraphe 3 de l'Article VI du présent Accord, les Parties devront se consulter au sujet des recommandations figurant dans ledit rapport et envisager toute action appropriée, y compris:
 - a) la modification des objectifs existants de qualité de l'eau et l'adoption de nouveaux objectifs;
 - b) la modification ou l'amélioration des programmes et des mesures conjointes; et
 - c) la modification du présent Accord ou de ses Annexes.

Des consultations supplémentaires pourront avoir lieu, à la demande de l'une ou l'autre des Parties, sur toute question qui découle de la mise en oeuvre du présent Accord.

2. Si une partie vient à prendre connaissance d'un problème particulier de pollution qui est source de préoccupation commune et qui exige une action immédiate, elle devra avertir et consulter l'autre Partie immédiatement au sujet des mesures correctives à prendre.
3. Les Parties devront procéder à une évaluation détaillée de l'application et de l'efficacité du présent Accord pendant la cinquième année qui suivra son entrée en vigueur. D'autres études générales seront effectuées par la suite à la demande de l'une ou l'autre des Parties.

ARTICLE X

EXECUTION

1. L'exécution des obligations assumées aux termes du présent Accord est soumise à l'affectation des fonds nécessaires conformément aux procédures constitutionnelles des Parties.
2. Les Parties s'engagent à rechercher:
 - a) L'affectation des fonds nécessaires à la mise en oeuvre du présent Accord, y compris les fonds requis pour l'élaboration et l'exécution des programmes et autres mesures prévus à l'Article V, et les fonds dont a besoin la Commission mixte internationale pour s'acquitter efficacement de ses responsabilités;

- b) l'adoption de toutes lois supplémentaires que peut nécessiter l'exécution des programmes et autres mesures prévus à l'Article V;
- c) la coopération des Gouvernements d'Etat et de province sur toutes les questions qui se rattachent au présent Accord.

ARTICLE XI

DROITS ET OBLIGATIONS EXISTANTS

Aucune disposition du présent Accord ne devra être considérée comme diminuant les droits et obligations conférés aux Parties par le Traité des eaux limitrophes.

ARTICLE XII

AMENDEMENT

Le présent Accord et ses Annexes pourront être amendés par voie d'accord entre les Parties. Les Annexes pourront aussi être amendées selon les dispositions desdites Annexes, à condition que ces amendements restent dans le cadre de la portée de l'Accord.

ARTICLE XIII

ENTREE EN VIGUEUR ET RESILIATION

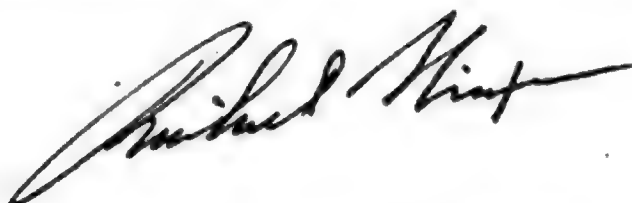
Le présent Accord entrera en vigueur au moment de sa signature par les représentants dûment autorisés des Parties et restera en vigueur pour une période de cinq ans, et ainsi par la suite, à moins que l'une des Parties ne le dénonce en donnant un préavis de douze mois par écrit à l'autre Partie.

IN WITNESS WHEREOF the Representatives of the two Governments have signed this Agreement.

DONE in two copies at Ottawa this fifteenth day of April 1972 in English and French, each version being equally authentic.

EN FOI DE QUOI les représentants des deux Gouvernements ont signé le présent Accord.

FAIT en double exemplaires à Ottawa le quinzième jour d'avril 1972 en anglais et en français, les deux textes faisant également foi.

[¹][²]

For the Government of the United States of America
Pour le Gouvernement des Etats-Unis d'Amérique

[³][⁴]

For the Government of Canada
Pour le Gouvernement du Canada

¹ Richard Nixon
² William P. Rogers
³ P. E. Trudeau
⁴ Mitchell Sharp

ANNEX 1

SPECIFIC WATER QUALITY OBJECTIVES

1. Specific Objectives. The specific water quality objectives for the boundary waters of the Great Lakes System are as follows:

- (a) Microbiology. The geometric mean of not less than five samples taken over not more than a thirty-day period should not exceed 1,000/100 millilitres total coliforms, nor 200/100 millilitres fecal coliforms. Waters used for body contact recreation activities should be substantially free from bacteria, fungi, or viruses that may produce enteric disorders or eye, ear, nose, throat and skin infections or other human diseases and infections.
- (b) Dissolved Oxygen. In the Connecting Channels and in the upper waters of the Lakes, the dissolved oxygen level should be not less than 6.0 milligrams per litre at any time; in hypolimnetic waters, it should be not less than necessary for the support of fishlife, particularly cold water species.
- (c) Total Dissolved Solids. In Lake Erie, Lake Ontario and the International Section of the St. Lawrence River, the level of total dissolved solids should not exceed 200 milligrams per litre. In the St. Clair River, Lake St. Clair, the Detroit River and the Niagara River, the level should be consistent with maintaining the levels of total dissolved solids in Lake Erie and Lake Ontario at not to exceed 200 milligrams per litre. In the remaining boundary waters, pending further study, the level of total dissolved solids should not exceed present levels.
- (d) Taste and Odour. Phenols and other objectionable taste and odour producing substances should be substantially absent.
- (e) pH. Values should not be outside the range of 6.7 to 8.5.
- (f) Iron (Fe). Levels should not exceed 0.3 milligrams per litre.
- (g) Phosphorus (P). Concentrations should be limited to the extent necessary to prevent nuisance growths of algae, weeds and slimes that are or may become injurious to any beneficial water use.
- (h) Radioactivity. Radioactivity should be kept at the lowest practicable levels and in any event should be controlled to the extent necessary to prevent harmful effects on health.

2. Interim Objectives. Until objectives for particular substances and effects in the classes described in this paragraph are further refined, the objectives for them are as follows:

- (a) Temperature. There should be no change that would adversely affect any local or general use of these waters.
- (b) Mercury and Other Toxic Heavy Metals. The aquatic environment should be free from substances attributable to municipal, industrial or other discharges in concentrations that are toxic or harmful to human, animal or aquatic life.
- (c) Persistent Organic Contaminants. Persistent pest control products and other persistent organic contaminants that are toxic or harmful to human, animal or aquatic life should be substantially absent in the waters.
- (d) Settleable and Suspended Materials. Waters should be free from substances attributable to municipal, industrial or other discharges that will settle to form putrescent or otherwise objectionable sludge deposits, or that will adversely affect aquatic life or waterfowl.
- (e) Oil, Petrochemicals and Immiscible Substances. Waters should be free from floating debris, oil, scum and other floating materials attributable to municipal, industrial or other discharges in amounts sufficient to be unsightly or deleterious.

3. Non-degradation. Notwithstanding the adoption of specific water quality objectives, all reasonable and practicable measures shall be taken in accordance with paragraph 4 of Article III of the Agreement to maintain the levels of water quality existing at the date of entry into force of the Agreement in those areas of the boundary waters of the Great Lakes System where such levels exceed the specific water quality objectives.

4. Sampling Data. The Parties agree that the determination of compliance with specific objectives shall be based on statistically valid sampling data.

5. Mixing Zones. The responsible regulatory agencies may designate restricted mixing zones in the vicinity of outfalls within which the specific water quality objectives shall not apply. Mixing zones shall not be considered a substitute for adequate treatment or control of discharges at their source.

6. Localized Areas. There will be other restricted, localized areas, such as harbours, where existing conditions such as land drainage and land use will prevent the objectives from being met at least over the short term; such areas, however, should be identified specifically and as early as possible by the responsible regulatory agencies and should be kept to a minimum. Pollution from such areas shall not contribute to the violation of the water quality objectives in the waters of the other Party. The International Joint Commission shall be notified of the identification of such localized areas, in accordance with Article VIII.

7. Consultation. The Parties agree to consult within one year from the date of entry into force of the Agreement, for the purpose of considering:

- (a) Specific water quality objectives for the following substances:

Ammonia	Copper	Oil
Arsenic	Cyanide	Organic chemicals
Barium	Fluoride	Phenols
Cadmium	Lead	Selenium
Chloride	Mercury	Sulphate
Chromium	Nickel	Zinc

- (b) Refined objectives for radioactivity and temperature; for radioactivity the objective shall be considered in the light of the recommendations of the International Commission on Radiation Protection.

8. Amendment.

- (a) The objectives adopted herein shall be kept under review and may be amended by mutual agreement of the Parties.
- (b) Whenever the International Joint Commission, acting pursuant to Article VI of the Agreement, shall recommend the establishment of new or modified specific water quality objectives, this Annex shall be amended in accordance with such recommendation on the receipt by the Commission of a letter from each Party indicating its agreement with the recommendation.

ANNEX 2

CONTROL OF PHOSPHORUS

1. Programs. Programs shall be developed and implemented to reduce inputs of phosphorus to the Great Lakes System. These programs shall include:

- (a) Construction and operation of waste treatment facilities to remove phosphorus from municipal sewage;
- (b) Regulatory measures to require industrial dischargers to remove phosphorus from wastes to be discharged into the Great Lakes System;
- (c) Regulatory and advisory measures to control inputs of phosphorus through reduction of waste discharges attributable to animal husbandry operations.

In addition, programs may include regulations limiting or eliminating phosphorus from detergents sold for use within the basin of the Great Lakes System.

2. Effluent Requirements. The phosphorus concentrations in effluent from municipal waste treatment plants discharging in excess of one million gallons per day, and from smaller plants as required by regulatory agencies, shall not exceed a daily average of one milligram per litre into Lake Erie, Lake Ontario and the International Section of the St. Lawrence River.

3. Industrial Discharges. Waste treatment or control requirements for all industrial plants discharging wastes into the Great Lakes System shall be designed to achieve maximum practicable reduction of phosphorus discharges to Lake Erie, Lake Ontario and the International Section of the St. Lawrence River.

4. Reductions for Lower Lakes. These programs are designed to attain reductions in gross inputs of phosphorus to Lake Erie and Lake Ontario of the quantities indicated in the following tables for the years indicated.

TABLE 1

ANNUAL PHOSPHORUS LOADINGS AND REDUCTIONS IN LOADINGS TO LAKE ERIE
(including Lake St. Clair and the St. Clair and Detroit Rivers)

	(SHORT TONS PER YEAR)					
	<u>1971</u>	<u>1972</u>	<u>1973</u>	<u>1974</u>	<u>1975</u>	<u>1976</u>
<u>UNITED STATES</u>						
BASELOAD	25,800	26,400	27,000	27,600	28,300	28,800
REDUCTION	<u>100</u>	<u>5,200</u>	<u>9,800</u>	<u>15,100</u>	<u>16,000</u>	<u>17,300</u>
RESIDUAL LOAD	<u>25,700</u>	<u>21,200</u>	<u>17,200</u>	<u>12,500</u>	<u>12,300</u>	<u>11,500</u>
<u>CANADA</u>						
BASELOAD	3,300	3,300	3,400	3,500	3,500	3,600
REDUCTION	<u>100</u>	<u>100</u>	<u>600</u>	<u>1,400</u>	<u>1,400</u>	<u>1,400</u>
RESIDUAL LOAD	<u>3,200</u>	<u>3,200</u>	<u>2,800</u>	<u>2,100</u>	<u>2,100</u>	<u>2,200</u>
<u>INPUT FROM LAKE HURON</u>	<u>2,300</u>	<u>2,300</u>	<u>2,300</u>	<u>2,400</u>	<u>2,400</u>	<u>2,400</u>
<u>TOTALS</u>						
BASELOAD	31,400	32,000	32,700	33,500	34,200	34,800
REDUCTION	<u>200</u>	<u>5,300</u>	<u>10,400</u>	<u>16,500</u>	<u>17,400</u>	<u>18,700</u>
RESIDUAL LOAD	<u>31,200</u>	<u>26,700</u>	<u>22,300</u>	<u>17,000</u>	<u>16,800</u>	<u>16,100</u>

TABLE 2

ANNUAL PHOSPHORUS LOADINGS AND REDUCTIONS IN LOADINGS TO LAKE ONTARIO
 (including the Niagara River)

(SHORT TONS PER YEAR)

	<u>1971</u>	<u>1972</u>	<u>1973</u>	<u>1974</u>	<u>1975</u>	<u>1976</u>
<u>UNITED STATES</u>						
BASELOAD	6,900	7,000	7,200	7,400	7,600	7,700
REDUCTION	<u>-</u>	<u>500</u>	<u>500</u>	<u>2,100</u>	<u>3,800</u>	<u>5,100</u>
RESIDUAL LOAD	<u>6,900</u>	<u>6,500</u>	<u>6,700</u>	<u>5,300</u>	<u>3,800</u>	<u>2,600</u>
<u>CANADA</u>						
BASELOAD	6,700	6,900	7,000	7,000	7,100	7,200
REDUCTION	<u>400</u>	<u>400</u>	<u>1,800</u>	<u>1,800</u>	<u>1,800</u>	<u>4,600</u>
RESIDUAL LOAD	<u>6,300</u>	<u>6,500</u>	<u>5,200</u>	<u>5,200</u>	<u>5,300</u>	<u>2,600</u>
<u>INPUT FROM LAKE ERIE</u>	<u>4,800</u>	<u>4,800</u>	<u>4,800</u>	<u>4,800</u>	<u>4,800</u>	<u>4,800</u>
<u>TOTALS</u>						
BASELOAD	18,400	18,700	19,000	19,200	19,500	19,700
REDUCTION	<u>400</u>	<u>900</u>	<u>2,300</u>	<u>3,900</u>	<u>5,600</u>	<u>9,700</u>
RESIDUAL LOAD	<u>18,000</u>	<u>17,800</u>	<u>16,700</u>	<u>15,300</u>	<u>13,900</u>	<u>10,000</u>

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5. Reservation. The amounts shown as "residual loads" in Tables 1 and 2 above do not constitute allocations to the two countries, but represent anticipated results of municipal and industrial waste reduction and detergent phosphorus control programs.

6. Refinement of Data. The residual loads are based upon best available data. The Parties, in cooperation with the State and Provincial Governments and with the International Joint Commission, shall continue to refine these estimates to ensure a comparable data base. These estimates are subject to revision upon agreement by the Parties to reflect future refinement of the data.

7. Objective of Programs. The objective of the foregoing programs is to minimize eutrophication problems in the Great Lakes System. It is anticipated that successful implementation of these programs will accomplish the following results, which are of critical importance to the success of the joint undertaking to preserve and enhance the quality of the waters of the Great Lakes System:

- (a) Restoration of year-round aerobic conditions in the bottom waters of the central basin of Lake Erie;
- (b) Reduction in present levels of algal growth in Lake Erie;
- (c) Reduction in present levels of algal growth in Lake Ontario, including the International Section of the St. Lawrence River;
- (d) Stabilization of Lake Superior and Lake Huron in their present oligotrophic state.

It is nevertheless recognized that additional measures and programs may be required to minimize eutrophication problems in the future. Available evidence suggests that reductions in phosphorus loadings to achieve a net discharge to Lake Erie in the range of 8000 to 11,000 tons per year may be required to bring about mesotrophic conditions in this lake.

8. Reductions for Upper Lakes. The Parties, in consultation with the State and Provincial Governments and with the International Joint Commission, shall within one year from the entry into force of the Agreement determine the gross reductions in inputs of phosphorus that they agree to seek for Lake Superior and Lake Huron (including the St. Marys River). Pending such agreement, such limitations on municipal and industrial phosphorus discharges as may be required by regulatory agencies to meet loading objectives or to prevent and control eutrophication problems in Lake Superior and Lake Huron shall apply. Any more comprehensive findings resulting from the study by the International Joint Commission of water quality in these lakes shall be taken into account as soon as available.

9. Commission Recommendations. The Parties shall take into account, as soon as available, the recommendations of the International Joint Commission made pursuant to its study of pollution from agricultural, forestry and other land use activities, in order to develop and implement appropriate programs for control of inputs of phosphorus from these sources.

10. Monitoring. The Parties, in cooperation with the State and Provincial Governments and with the International Joint Commission, shall continue to monitor the extent of eutrophication in the Great Lakes System and the progress being made in reducing or preventing it. They shall consult periodically to exchange the results of research and to pursue proposals for additional programs to control eutrophication.

11. Submission of Information. The International Joint Commission shall be given information at least annually, in accordance with procedures established by the Commission in consultation with the Parties and with the State and Provincial Governments, concerning:

- (a) Total reductions in gross inputs of phosphorus achieved as a result of the programs implemented pursuant to this Annex;
- (b) Anticipated reductions in gross inputs of phosphorus for the succeeding twelve months.

12. Review and Modification. In connection with the first comprehensive joint review of the operation and effectiveness of the Agreement conducted in accordance with paragraph 3 of Article IX thereof, the effects of phosphorus control programs on the Great Lakes System shall be reviewed and further modifications in the programs undertaken pursuant to this Annex shall be considered.

ANNEX 3

VESSEL DESIGN, CONSTRUCTION AND OPERATION

1. Definitions. As used in this Annex:

- (a) "Discharge" means the introduction of oil and hazardous polluting substances, including oily bilge-water, into receiving waters and includes, but is not limited to, any spilling, leaking, pumping, pouring, emitting or dumping; it does not include unavoidable direct discharges of oil from a properly functioning vessel engine;
- (b) "Harmful quantity of oil" means any quantity of oil that, if discharged into receiving waters, would produce a film or sheen upon, or discoloration of, the surface of the water or adjoining shoreline, or that would cause a sludge or emulsion to be deposited beneath the surface of the water or upon the adjoining shoreline;
- (c) "Oily wastes" means oil and mixtures containing oil such as oily ballast, tank washing and bilge slops;
- (d) "Tanker" means any vessel designed for the carriage of oil or liquid chemicals in bulk;
- (e) "Vessel" means any ship, barge or other floating craft, whether or not self-propelled.

2. Oil. As used in this Annex, "oil" refers to oil of any kind or in any form, including, but not limited to petroleum, fuel oil, oil sludge, oil refuse, and oil mixed with wastes, but does not include constituents of dredged spoil.

3. General Principles. Compatible regulations shall be adopted for the prevention of discharges into the Great Lakes System of harmful quantities of oil and hazardous polluting substances from vessels in accordance with the following principles:

- (a) Discharges of harmful quantities of oil or hazardous polluting substances shall be prohibited and made subject to appropriate penalties;
- (b) As soon as any person in charge has knowledge of any discharge of harmful quantities of oil or hazardous polluting substances, immediate notice of such discharge shall be given to the appropriate agency in the jurisdiction where the discharge occurs; failure to give this notice shall be made subject to appropriate penalties.

4. Programs. The programs and measures to be adopted for the prevention of discharges of harmful quantities of oil shall include the following:

- (a) Compatible regulations for design and construction of vessels based on the following principles:

- (i) each tanker shall have a suitable means of containing on board cargo oil spills caused by loading or transfer operations;
 - (ii) each vessel shall have a suitable means of containing on board fuel oil spills caused by loading or transfer operations, including those from tank vents and overflow pipes;
 - (iii) each vessel shall have a capability of retaining on board oily wastes accumulated during vessel operation;
 - (iv) each vessel shall be capable of off-loading contained oily wastes to a shore facility.
- (b) Compatible regulations for vessel operating procedures based on the following principles:
- (i) tankers shall be provided with a means for rapidly and safely stopping the flow of cargo oil during transfer operations in the event of an emergency;
 - (ii) suitable deck lighting shall be provided to illuminate all cargo and fuel handling areas if the transfer occurs at night;
 - (iii) hose assemblies used aboard vessels for oil transfer shall be suitably designed, marked and inspected to minimize the possibility of failure;
 - (iv) oil transfer, loading and off-loading systems shall be designed to minimize the possibility of failure.
- (c) Programs to train merchant vessel personnel in all functions involved in the use, handling and stowage of oil and in procedures for abatement of oil pollution.

5. Additional Measures. The programs and measures to be adopted for the prevention of discharges of hazardous polluting substances shall use as a guide the Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk of the Intergovernmental Maritime Consultative Organization (IMCO). Such programs and measures shall include design and construction features, operating procedures, and merchant vessel personnel qualification standards with respect to handling hazardous polluting substances and pollution abatement. In addition, the programs shall establish compatible regulations for:

- (a) Identification and placarding of vessels carrying hazardous polluting substances as well as containers and packages containing hazardous polluting substances when carried by vessels;
- (b) Identification in vessel manifests of all hazardous polluting substances carried;
- (c) Procedures for notification to responsible authorities of all hazardous polluting substances carried.

ANNEX 4

VESSEL WASTES

1. Definitions. As used in this Annex:
 - (a) "Garbage" means solid galley waste, paper, rags, plastics, glass, metal, bottles, crockery, junk and similar refuse;
 - (b) "Sewage" means human or animal waste generated on board ship and includes wastes from water closets, urinals or hospital facilities handling fecal material;
 - (c) "Vessel" means any ship, barge or other floating craft, whether or not self-propelled;
 - (d) "Waste water" means water in combination with other substances, including ballast water and water used for washing cargo holds, but excluding water in combination with oil, hazardous polluting substances or sewage.
2. Compatible Regulations. The Parties shall adopt within one year from the entry into force of the Agreement regulations governing the disposal of vessel waste in the waters of the Great Lakes System in accordance with principles at least as stringent as the following:
 - (a) Garbage shall not be discharged by a vessel into these waters;
 - (b) Waste water shall not be discharged by a vessel into these waters in amounts or in concentrations that will be deleterious;
 - (c) Every vessel operating in these waters with an installed toilet facility shall be equipped with a device or devices to contain the vessel's sewage, or to incinerate it, or to treat it to an adequate degree.
3. Critical Use Areas. Critical use areas of the Great Lakes System may be designated where the discharge of waste water or sewage shall be limited or prohibited.
4. Containment Devices. Regulations may be established requiring a device or devices to contain the sewage of pleasure craft or other classes of vessels operating in the Great Lakes System or designated areas thereof.

ANNEX 5

STUDIES OF POLLUTION FROM SHIPPING SOURCES

1. Studies. The Parties agree that studies of pollution problems in the Great Lakes System that arise in relation to shipping activities shall be undertaken for the purpose of strengthening their programs and other measures for the abatement and control of pollution from shipping sources. Responsibility for the coordination of these studies is assigned to the United States Coast Guard and the Canadian Ministry of Transport. Initially, these studies shall include the following subjects:

- (a) Navigational Equipment. Determination of minimum safe standards respecting the fitting, maintenance, testing, and use of navigational equipment for both normal and ice operations.
- (b) Traffic Routes for Navigational Purposes. Review of the existing informal system of traffic routes and determination of their adequacy and effectiveness; determination of the need for additional traffic routes; review of track widths, shifting of tracks, limited tracks, rules of passing, speeds, and similar matters for normal and ice operations; and identification of priorities for needed remedial measures.
- (c) Traffic Control. Review of existing traffic control systems and determination of their adequacy and effectiveness; determination of the need for additional traffic control systems; review of operations with respect to open waters, harbours, and channels under normal and ice conditions; and identification of priorities for needed remedial measures.
- (d) Manning of Vessels. Review of existing United States and Canadian competency standards to determine acceptable minimum standards; review of existing foreign competency standards to determine whether they are adequate and effective and equivalent to the United States and Canadian minimum standards; determination of the need for certificated pilots and other officers and for improvement of existing pilot certifications, for special manning regulations for towing vessels, for separate manning standards for ice operations, and for separate manning standards for vessels carrying oil and hazardous polluting substances in periods of adverse weather or in areas of high traffic density.
- (e) Aids to Navigation Systems. Review of the adequacy and effectiveness of existing aids to navigation systems; determination of the need for additional aids to navigation; and identification of priorities for needed remedial measures.

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- (f) Waste Water. Review of problems arising from the discharge of waste waters, and recommendations for reducing the deleterious effects of such discharges.
- (g) Sewage Treatment Systems for Vessels. Review of current research and development of systems for the treatment of vessel sewage.
- (h) Loading and Unloading of Grain and Ore. Review of pollution problems arising from these operations.

2. Consultation. Representatives of the United States Coast Guard and Canadian Ministry of Transport together with representatives of other concerned agencies shall meet periodically in order to:

- (a) Identify problems requiring further study;
- (b) Apportion, as between Canada and the United States, responsibility for various aspects of the studies;
- (c) Provide continuing interchange of information with respect to ongoing and proposed projects;
- (d) Exchange results of completed projects.

3. Additional Studies and Results. The United States Coast Guard and the Canadian Ministry of Transport shall inform the International Joint Commission of any additional subjects that are being studied and of the results of all studies undertaken pursuant to this Annex as they become available.

ANNEX 6

IDENTIFICATION AND DISPOSAL OF POLLUTED DREDGED SPOIL

1. Definitions. As used in this Annex:

- (a) "Dredged spoil" means the solid materials removed from the bottom of water bodies generally for the purpose of improving waterways for navigation; these materials may include mud, silt, clay, sand, rock and other solid materials that have been deposited from municipal and industrial discharges and from natural sources;
- (b) "Confined area" means an area developed for the deposit of dredge spoil that precludes the return of the dredge spoil to open portions of the waterway; the area may be located in the waterway or on other upland sites and may consist of dikes, levees, bulkheads, cells or any other type structure that will retain the material;
- (c) "Open water" means any part of the boundary waters of the Great Lakes System other than a confined area;
- (d) "Polluted dredged spoil" means dredged spoil containing harmful quantities of oil, hazardous polluting substances or other deleterious substances as designated by the responsible regulatory agencies.

2. Review. Pursuant to arrangements to be made by the International Joint Commission in consultation with the Parties, a working group shall be established to undertake a review of existing dredging practices, programs, laws and regulations with the objective of developing compatible criteria for the characterization of polluted dredged spoil and recommendations for compatible programs governing the disposal of polluted dredged spoil in open water. This review shall be completed within two years from the date of entry into force of the Agreement. The working group shall conduct its study and formulate its recommendations on the basis of the following principles:

- (a) Dredging activities should be conducted in a manner that will minimize harmful environmental effects;
- (b) All reasonable and practicable measures shall be taken to ensure that dredging activities do not cause a degradation of water quality and bottom sediments;
- (c) As soon as practicable, the disposal of polluted dredged spoil in open water should be carried out in a manner consistent with the achievement of the water quality objectives, and should be phased out.

3. Consultations. Upon completion of the review provided for in paragraph 2 above, the Parties shall consult pursuant to Article IX of the Agreement to consider and act upon the recommendations of the working group.

4. Interim Actions. Pending the development of compatible criteria and programs:

- (a) Dredged spoil found by the appropriate regulatory agencies to be polluted shall be disposed of in confined areas when they are available;
- (b) The responsible agencies shall continue efforts to develop sites for confined areas.

ANNEX 7

DISCHARGES FROM ONSHORE AND OFFSHORE FACILITIES

1. Definitions. As used in this Annex:

- (a) "Discharge" means the introduction of oil or hazardous polluting substances into receiving waters and includes, but is not limited to, any spilling, leaking, pumping, pouring, emitting or dumping; it does not include continuous effluent discharges from municipal or industrial treatment facilities;
- (b) "Harmful quantity of oil" means any quantity of oil that, if discharged into receiving waters, would produce a film or sheen upon, or discoloration of the surface of the water or adjoining shoreline, or that would cause a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shoreline;
- (c) "Offshore facility" means any facility of any kind located in, on or under any water;
- (d) "Onshore facility" means any facility of any kind located in, on or under, any land other than submerged land.

2. Facilities. The term "facility" includes motor vehicles, rolling stock, pipelines, and any other facility that is used or capable of being used for the purpose of processing, producing, storing, transferring or transporting oil or hazardous polluting substances, but excludes vessels.

3. Oil. As used in this Annex, "oil" refers to oil of any kind or in any form, including, but not limited to petroleum, fuel oil, oil sludge, oil refuse, and oil mixed with wastes, but does not include constituents of dredged spoil.

4. Principles. Regulations shall be adopted for the prevention of discharges into the Great Lakes System of harmful quantities of oil and hazardous polluting substances from onshore and offshore facilities in accordance with the following principles:

- (a) Discharges of harmful quantities of oil or hazardous polluting substances shall be prohibited and made subject to appropriate penalties;
- (b) As soon as any person in charge has knowledge of any discharge of harmful quantities of oil or hazardous polluting substances, immediate notice of such discharge shall be given to the appropriate agency in the jurisdiction where the discharge occurs; failure to give this notice shall be made subject to appropriate penalties.

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5. Programs and Measures. The programs and measures to be adopted shall include the following:

- (a) Programs to review the design, construction, and location of both existing and new facilities for their adequacy to prevent the discharge of oil or hazardous polluting substances;
- (b) Programs to review the operation, maintenance and inspection procedures of facilities for their adequacy to prevent the discharge of oil or hazardous polluting substances;
- (c) Programs to train personnel to perform all functions involving the use and handling of oil and hazardous polluting substances;
- (d) Programs to ensure that at each facility plans and provisions are made for appropriate equipment for the containment and clean up of spills of oil or hazardous polluting substances;
- (e) Programs including compatible regulations for the identification and placarding of containers and vehicles carrying oil or hazardous polluting substances.

ANNEX 8

JOINT CONTINGENCY PLAN

1. The Plan. The Parties agree that the "Joint U.S.-Canadian Oil and Hazardous Materials Pollution Contingency Plan for the Great Lakes Region" adopted on June 10, 1971, shall be maintained in force; as amended from time to time. It shall be the responsibility of the United States Coast Guard and the Canadian Ministry of Transport to coordinate and to maintain the plan, as so amended, in written form.

2. Purpose. The purpose of the Plan is to provide for coordinated and integrated response to pollution incidents in the Great Lakes System by responsible federal, state, provincial and local agencies. The Plan supplements the national, provincial and regional plans of the Parties.

3. Pollution Incidents.

- (a) A pollution incident is a discharge, or an imminent threat of a discharge, of oil or any other substance, of such magnitude or significance as to require immediate response to contain, clean up or dispose of the material.
- (b) The objectives of the plan in pollution incidents are:
 - (i) to develop appropriate preparedness measures and effective systems for discovery and reporting the existence of a pollution incident within the area covered by the plan;
 - (ii) to institute prompt measures to restrict the further spread of the pollutant;
 - (iii) to provide adequate equipment to respond to pollution incidents.

4. Funding. Unless otherwise agreed, the costs of operations of both Parties under the Plan shall be borne by the Party in whose waters the pollution incident occurred.

5. Amendment. The United States Coast Guard and the Canadian Ministry of Transport are empowered to amend the Plan subject to the requirement that such amendments shall be consistent with the purpose and objectives of this Annex.

TEXT OF REFERENCE TO THE INTERNATIONAL JOINT COMMISSION
TO STUDY POLLUTION IN THE GREAT LAKES SYSTEM FROM
AGRICULTURAL, FORESTRY AND OTHER LAND USE ACTIVITIES

I have the honour to inform you that the Governments of the United States of America and Canada, pursuant to Article IX of the Boundary Waters Treaty of 1909, have agreed to request the International Joint Commission to conduct a study of pollution of the boundary waters of the Great Lakes System from agricultural, forestry and other land use activities, in the light of the provision of Article IV of the Treaty which provides that the boundary waters and waters flowing across the boundary shall not be polluted on either side to the injury of health and property on the other side, and in the light also of the Great Lakes Water Quality Agreement signed on this date.

The Commission is requested to enquire into and report to the two Governments upon the following questions:

- (1) Are the boundary waters of the Great Lakes System being polluted by land drainage (including ground and surface runoff and sediments) from agriculture, forestry, urban and industrial land development, recreational and park land development, utility and transportation systems and natural sources?
- (2) If the answer to the foregoing question is in the affirmative, to what extent, by what causes, and in what localities is the pollution taking place?
- (3) If the Commission should find that pollution of the character just referred to is taking place, what remedial measures would, in its judgement, be most practicable and what would be the probable cost thereof?

The Commission is requested to consider the adequacy of existing programs and control measures, and the need for improvements thereto, relating to:

- (a) inputs of nutrients, pest control products, sediments, and other pollutants from the sources referred to above;
- (b) land use;
- (c) land fills, land dumping, and deep well disposal practices;
- (d) confined livestock feeding operations and other animal husbandry operations; and
- (e) pollution from other agricultural, forestry and land use sources.

In carrying out its study the Commission should identify deficiencies in technology and recommend actions for their correction.

The Commission should submit its report and recommendations to the two Governments as soon as possible and should submit reports from time to time on the progress of its investigation.

In the conduct of its investigation and otherwise in the performance of its duties under this reference, the Commission may utilize the services of qualified persons and other resources made available by the concerned agencies in Canada and the United States and should as far as possible make use of information and technical data heretofore acquired or which may become available during the course of the investigation, including information and data acquired by the Commission in the course of its investigations and surveillance activities conducted on the lower Great Lakes and in the connecting channels.

In conducting its investigation, the Commission should utilize the services of the international board structure provided for in Article VII of the Great Lakes Water Quality Agreement.

TEXT OF REFERENCE TO THE INTERNATIONAL JOINT COMMISSION
TO STUDY POLLUTION PROBLEMS OF LAKE HURON AND LAKE SUPERIOR

I have the honour to inform you that the Governments of the United States of America and Canada, pursuant to Article IX of the Boundary Waters Treaty of 1909, have agreed to request the International Joint Commission to conduct a study of water quality in Lake Huron and Lake Superior, in the light of the provision of Article IV of the Treaty which provides that the boundary waters and waters flowing across the boundary shall not be polluted on either side to the injury of health and property on the other side, and in the light also of the Great Lakes Water Quality Agreement signed on this date. This reference represents the response of the two Governments to recommendation No. 20 of the Commission in its final report dated December 9, 1970, on pollution of Lake Erie, Lake Ontario, and the International Section of the St. Lawrence River.

The Commission is requested to enquire into and to report to the two Governments upon the following questions:

- (1) Are the waters of Lake Superior and Lake Huron being polluted on either side of the boundary to an extent
(a) which is causing or is likely to cause injury to health or property on the other side of the boundary;
or (b) which is causing, or likely to cause, a degradation of existing levels of water quality in these two lakes or in downstream portions of the Great Lakes System?
- (2) If the foregoing questions are answered in the affirmative, to what extent, by what causes, and in what localities is such pollution taking place?
- (3) If the Commission should find that pollution of the character just referred to is taking place, what remedial measures would, in its judgement, be most practicable to restore and protect the quality of the waters, and what would be the probable cost?
- (4) In the event that the Commission should find that little or no pollution of the character referred to is taking place at the present time, what preventive measures would, in its judgement, be most practicable to ensure that such pollution does not occur in the future and what would be the probable cost?

The Governments would welcome the recommendations of the Commission with respect to the general and specific water quality objectives that should be established for these lakes, and the programs and measures that are required in the two countries in order to achieve and maintain these water quality objectives.

The Commission should submit its report and recommendations to the two Governments as soon as possible and should submit reports from time to time on the progress of its investigation.

In the conduct of its investigation, the Commission is requested to include consideration of pollution entering Lake Huron and Lake Superior from tributary waters, including Lake Michigan, which affects water quality in the two lakes, and to enquire into and report on the upstream sources of such pollution. The Commission may utilize the services of qualified persons and other resources made available by water management agencies in Canada and the United States and should as far as possible make use of information and technical data heretofore acquired or which may become available during the course of the investigation, including information and data acquired by the Commission in the course of its investigations and surveillance activities conducted on the lower Great Lakes and in the connecting channels.

In conducting its investigation, the Commission should utilize the services of the international board structure provided for in Article VII of the Great Lakes Water Quality Agreement.

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TERMS OF REFERENCE FOR THE ESTABLISHMENT
OF A RESEARCH ADVISORY BOARD

1. As used herein, "research" includes development, demonstration and research activities, but does not include regular monitoring and surveillance of water quality.

2. The functions and responsibilities of the Research Advisory Board relating to research activities in Canada and the United States concerning the quality of the waters of the Great Lakes System shall be as follows:

- (a) To review at regular intervals these research activities in order to:
 - (i) examine the adequacy and reliability of research results, their dissemination, and the effectiveness of their application;
 - (ii) identify deficiencies in their scope, and inadequacies in their funding and in completion schedules;
 - (iii) identify additional research projects that should be undertaken;
 - (iv) identify specific research programs for which international cooperation will be productive;
- (b) To provide advice and consolidations of scientific opinion to the Commission and its boards on particular problems referred to the Advisory Board by the Commission or its boards;
- (c) To facilitate both formal and informal international cooperation and coordination of research;
- (d) To make recommendations to the Commission.

3. The Research Advisory Board on its own authority may seek analyses, assessments and recommendations from other professional, academic, governmental or intergovernmental groups about the problems of the Great Lakes water quality research and related research activities.

4. The International Joint Commission shall determine the size and composition of the Research Advisory Board. The Commission should appoint members to the Advisory Board from appropriate Federal, State and Provincial Government agencies and from other agencies, organizations and institutions involved in Great Lakes research activities. In making these appointments the Commission should consider individuals from the academic, scientific and industrial communities and the general public. Membership should be based primarily upon an individual's qualifications and potential contribution to the work of the Advisory Board.

5. The Research Advisory Board should work at all times in close cooperation with the Great Lakes Water Quality Board.

ANNEXE I

OBJECTIFS SPECIFIQUES DE QUALITE DE L'EAU

1. Objectifs spécifiques. Les objectifs spécifiques de qualité de l'eau pour les eaux limitrophes du réseau des Grands lacs sont les suivants:

- a) Microbiologie. La moyenne géométrique d'un nombre non inférieur à cinq échantillons prélevés sur une période n'excédant pas trente jours ne doit pas dépasser le total de 1,000 organismes coliformes pour 100 millilitres ni 200 organismes coliformes d'origine excrémentielle pour 100 millilitres. Les eaux servant aux activités récréatives dans lesquelles le corps entre en contact avec l'eau doivent être essentiellement exemptes de bactéries, de champignons ou de virus pouvant provoquer chez l'homme des dérangements intestinaux, des infections de la peau, ou d'autres maladies et infections.
- b) Teneur en oxygène. Dans les voies de communication et dans les couches supérieures des eaux des Grands lacs, la teneur en oxygène dissous ne doit jamais être inférieure à 6 milligrammes par litre; dans les couches profondes (eaux hypolimnétiques), ce niveau ne doit pas être inférieur à la quantité d'oxygène nécessaire à la vie des poissons, particulièrement des espèces vivant en eau froide.
- c) Quantité totale des solides dissous. Dans le lac Erié, le lac Ontario et la section internationale du Saint-Laurent, la quantité totale des solides dissous dans l'eau ne doit pas dépasser 200 milligrammes par litre. Dans la rivière Saint-Clair, le lac Saint-Clair, la rivière Détroit et la rivière Niagara, cette quantité doit être compatible avec le maintien à 200 milligrammes par litre des quantités totales de solides dissous dans le lac Erié et le lac Ontario. Dans le reste des eaux limitrophes et en attendant qu'une nouvelle étude soit faite, la quantité totale des solides dissous ne doit pas dépasser les niveaux actuels.
- d) Goût et odeur. Les phénols et autres substances produisant un goût ou une odeur désagréables doivent être essentiellement absents.
- e) pH. Les valeurs doivent se situer entre 6.7 et 8.5.
- f) Fer (Fe). La concentration du fer ne doit pas dépasser 0.3 milligramme par litre.
- g) Phosphore (P). La concentration de phosphore doit être limitée au taux nécessaire pour empêcher les algues, les mauvaises herbes et les boues de s'accroître de façon désordonnée, ce qui peut être, ou devenir, incompatible avec l'emploi utile de l'eau.
- h) Radioactivité. La radioactivité devra être maintenue à des niveaux aussi bas que possible et de toute façon on devra la contrôler de manière à empêcher qu'elle n'ait des effets nocifs sur la santé.

2. Objectifs provisoires. Tant que l'on n'aura pas défini de façon plus précise les objectifs à atteindre à l'égard de substances particulières et les effets des facteurs généraux décrits dans le présent paragraphe, les objectifs les concernant seront les suivants:

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- a) Température. La température ne doit subir aucun changement pouvant avoir des conséquences fâcheuses sur l'utilisation locale ou générale de ces eaux.
- b) Mercuré et autres métaux lourds toxiques. L'environnement aquatique doit être libre de substances provenant des décharges municipales, industrielles ou autres en concentrations qui sont toxiques ou nocives pour la vie humaine, animale ou aquatique.
- c) Polluants organiques persistants. Les pesticides persistants et autres polluants organiques persistants qui sont toxiques ou nocifs pour la vie humaine, animale ou aquatique doivent être essentiellement absents des eaux.
- d) Substances précipitées et en suspension. Les eaux doivent être libres de substances provenant de décharges municipales, industrielles ou autres, qui se déposent pour former des boues putrescentes ou d'autres dépôts désagréables qui ont un effet nocif sur la vie aquatique ou les oiseaux aquatiques.
- e) Pétrole, substances pétrochimiques et non miscibles. Les eaux doivent être libres de débris flottants, d'huiles, d'écume et d'autres matières flottantes provenant des décharges municipales, industrielles ou autres, en quantités suffisantes pour être désagréables ou nuisibles.

3. Non-dégradation. Nonobstant l'adoption d'objectifs spécifiques de qualité de l'eau, toutes les mesures raisonnables et pratiques seront prises conformément au paragraphe 4 de l'Article III de l'Accord pour maintenir les niveaux de qualité de l'eau existant à la date de l'entrée en vigueur de l'Accord dans les zones des eaux limitrophes du réseau des Grands lacs où ces niveaux de qualité de l'eau dépassent les objectifs spécifiques de qualité de l'eau.

4. Données d'échantillonnage. Les Parties conviennent que, pour déterminer la conformité avec les objectifs spécifiques, on devra se baser sur des données d'échantillonnage statistiquement valables.

5. Zones de mélange. Les autorités compétentes peuvent désigner des zones de mélange restreintes au voisinage des points de déversement où les objectifs spécifiques de qualité de l'eau ne s'appliquent pas. Les zones de mélange ne devront pas être considérées comme remplaçant le traitement adéquat ou le contrôle des décharges à la source.

6. Zones localisées. Il y aura d'autres zones réservées et localisées, les ports par exemple, où les conditions existantes de drainage et d'utilisation des terres, par exemple, empêcheront que les objectifs soient atteints, tout au moins à court terme; cependant, ces zones doivent être identifiées avec précision et le plus tôt possible par les autorités compétentes, qui les maintiendront au minimum. La pollution en provenance de ces zones ne devra pas contribuer à la violation des objectifs de qualité de l'eau dans les eaux de l'autre Partie. La Commission mixte internationale sera avisée de l'identification de ces zones localisées, conformément à l'Article VIII.

7. Consultation. Les Parties conviennent de se consulter une année au plus tard après la date d'entrée en vigueur de l'Accord afin d'étudier:

- a) les objectifs spécifiques de qualité de l'eau pour les substances suivantes:

Ammoniaque	Cuivre	Phénols
Arsenic	Cyanures	Plomb
Baryum	Fluorures	Certains produits
Cadmium	Mercur	chimiques organiques
Chlorures	Nickel	Sélénium
Chrome	Huiles	Sulphates
		Zinc

- b) des objectifs précisés en ce qui concerne la radioactivité et la température; pour la radioactivité, l'objectif sera étudié à la lumière des recommandations de la Commission internationale de protection contre les radiations.

8. Amendement.

- a) Les objectifs adoptés par les présentes devront être constamment réexaminés et pourront être amendés par accord mutuel entre les Parties.
- b) Chaque fois que la Commission mixte internationale, agissant conformément à l'Article VI de l'Accord, recommandera la mise au point de nouveaux objectifs particuliers de qualité de l'eau ou d'objectifs modifiés, la présente annexe sera amendée conformément à cette recommandation après réception par la Commission d'une lettre de chaque Partie indiquant qu'elle est d'accord avec la recommandation.

ANNEXE 2

CONTROLE DU PHOSPHORE

1. Programmes. On mettra en oeuvre des programmes visant à réduire les apports de phosphore dans le réseau des Grands lacs. Ces programmes devront comporter:

- a) la construction et l'exploitation d'usines de traitement d'eaux usées municipales pour en éliminer le phosphore;
- b) l'adoption de règlements obligeant les industries qui déversent des effluents dans le réseau des Grands lacs à en éliminer le phosphore;
- c) la prise de mesures régulatrices et consultatives visant à contrôler les apports de phosphore par la réduction des décharges de déchets occasionnées par des opérations d'élevage.

En outre, on pourra établir, dans le cadre de ces programmes, des règlements restreignant ou interdisant l'utilisation du phosphore dans les détergents vendus aux fins d'utilisation dans le bassin des Grands lacs.

2. Exigences pour ce qui est des effluents. Les concentrations de phosphore contenues dans les effluents des installations municipales de traitement des eaux usées déversant plus d'un million de gallons par jour, ainsi que d'installations plus petites sélectionnées par les organismes de réglementation, ne devront pas être supérieures à une moyenne quotidienne d'un milligramme par litre, dans les eaux du lac Érié, du lac Ontario et de la section internationale du Saint-Laurent.

3. Effluents industriels. Le traitement des eaux résiduaires ou les exigences régissant le contrôle des usines déversant des eaux résiduaires dans le réseau des Grands lacs devront viser à la réduction pratique maximum des déversements de phosphore dans le lac Érié, le lac Ontario et la section internationale du Saint-Laurent.

4. Réductions dans les lacs de la région inférieure. Ces programmes visent, pour les lacs Érié et Ontario, des réductions des apports bruts de phosphore de l'ordre indiqué aux tableaux suivants, pour les années indiquées:

TABLEAU 1

CHARGE ANNUELLE EN PHOSPHORE ET REDUCTION DE LA CHARGE DANS
LE LAC ERIE (y compris le lac Saint-Clair ainsi que les
rivières Saint-Clair et Détroit)

(EN TONNES COURTES PAR ANNEE)

	<u>1971</u>	<u>1972</u>	<u>1973</u>	<u>1974</u>	<u>1975</u>	<u>1976</u>
<u>ETATS-UNIS</u>						
CHARGE POTENTIELLE	25,800	26,400	27,000	27,600	28,300	28,800
REDUCTION	<u>100</u>	<u>5,200</u>	<u>9,800</u>	<u>15,100</u>	<u>16,000</u>	<u>17,300</u>
CHARGE RESIDUELLE	<u>25,700</u>	<u>21,200</u>	<u>17,200</u>	<u>12,500</u>	<u>12,300</u>	<u>11,500</u>
<u>CANADA</u>						
CHARGE POTENTIELLE	3,300	3,300	3,400	3,500	3,500	3,600
REDUCTION	<u>100</u>	<u>100</u>	<u>600</u>	<u>1,400</u>	<u>1,400</u>	<u>1,400</u>
CHARGE RESIDUELLE	<u>3,200</u>	<u>3,200</u>	<u>2,800</u>	<u>2,100</u>	<u>2,100</u>	<u>2,200</u>
<u>APPORTS DU LAC HUROM</u>	<u>2,300</u>	<u>2,300</u>	<u>2,300</u>	<u>2,400</u>	<u>2,400</u>	<u>2,400</u>
<u>TOTAUX</u>						
CHARGE POTENTIELLE	31,400	32,000	32,700	33,500	34,200	34,800
REDUCTION	<u>200</u>	<u>5,300</u>	<u>10,400</u>	<u>16,500</u>	<u>17,400</u>	<u>18,700</u>
CHARGE RESIDUELLE	<u>31,200</u>	<u>26,700</u>	<u>22,300</u>	<u>17,000</u>	<u>16,800</u>	<u>16,100</u>

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TABLEAU 2

CHARGE ANNUELLE EN PHOSPHORE ET REDUCTION DE LA CHARGE DANS LE LAC ONTARIO
(y compris le Niagara)

(EN TONNES COURTES PAR ANNEE)

	<u>1971</u>	<u>1972</u>	<u>1973</u>	<u>1974</u>	<u>1975</u>	<u>1976</u>
<u>ETATS-UNIS</u>						
CHARGE POTENTIELLE	6,900	7,000	7,200	7,400	7,600	7,700
REDUCTION	<u>—</u>	<u>500</u>	<u>500</u>	<u>2,100</u>	<u>3,800</u>	<u>5,100</u>
CHARGE RESIDUELLE	<u>6,900</u>	<u>6,500</u>	<u>6,700</u>	<u>5,300</u>	<u>3,800</u>	<u>2,600</u>
<u>CANADA</u>						
CHARGE POTENTIELLE	6,700	6,900	7,000	7,000	7,100	7,200
REDUCTION	<u>400</u>	<u>400</u>	<u>1,800</u>	<u>1,800</u>	<u>1,800</u>	<u>4,600</u>
CHARGE RESIDUELLE	<u>6,300</u>	<u>6,500</u>	<u>5,200</u>	<u>5,200</u>	<u>5,300</u>	<u>2,600</u>
<u>APPORTS DU LAC ERIE</u>	<u>4,800</u>	<u>4,800</u>	<u>4,800</u>	<u>4,800</u>	<u>4,800</u>	<u>4,800</u>
<u>TOTAUX</u>						
CHARGE POTENTIELLE	18,400	18,700	19,000	19,200	19,500	19,700
REDUCTION	<u>400</u>	<u>900</u>	<u>2,300</u>	<u>3,900</u>	<u>5,600</u>	<u>9,700</u>
CHARGE RESIDUELLE	<u>18,000</u>	<u>17,800</u>	<u>16,700</u>	<u>15,300</u>	<u>13,900</u>	<u>10,000</u>

5. Réserve. Les chiffres indiqués en tant que "charge résiduelle" dans les tableaux I et II ci-dessus ne constituent pas des contingents appliqués aux deux pays mais représentent les résultats anticipés des programmes de réduction des effluents municipaux et industriels et de contrôle du phosphore provenant des détergents.

6. Perfectionnement des données. Les charges résiduelles sont établies d'après les meilleurs renseignements disponibles à ce jour. Les Parties, de concert avec les Gouvernements d'Etat et de province, et en collaboration avec la Commission mixte internationale, continueront à perfectionner les prévisions afin d'établir des données de base comparables. Ces prévisions sont sujettes à révision, après entente entre les Parties, de manière à refléter le perfectionnement éventuel des données.

7. Objectif des programmes. Les programmes mentionnés plus haut ont pour objectif l'atténuation des problèmes d'eutrophisation du réseau des Grands lacs. Le succès de la mise en application de ces programmes devrait permettre d'obtenir les résultats suivants, qui revêtent une importance critique pour l'entreprise conjointe de préservation et d'amélioration de la qualité de l'eau dans le réseau des Grands lacs:

- a) restauration des conditions aérobies dans les eaux profondes du bassin central du lac Érié l'année durant;
- b) réduction du niveau actuel de croissance des algues dans le lac Érié;
- c) réduction du niveau actuel de croissance des algues dans le lac Ontario, y compris la section internationale du Saint-Laurent;
- d) stabilisation de l'état oligotrophique actuel du lac Supérieur et du lac Huron.

On reconnaît toutefois qu'il faudra probablement adopter des mesures et des programmes complémentaires pour réduire à l'avenir les problèmes d'eutrophisation. Les données actuelles sur le sujet indiquent qu'il faudra atteindre un niveau de réduction des déversements de phosphore de l'ordre de 8,000 à 11,000 tonnes nettes par an dans le lac Érié afin de recréer des conditions méso-trophiques dans ce lac.

8. Réductions dans les lacs de la région supérieure. Dans une période d'un an à compter de l'entrée en vigueur de l'Accord, les Parties, en consultation avec les Gouvernements d'Etat et de province et avec la Commission mixte internationale, devront déterminer les réductions brutes des quantités de phosphore qu'elles conviendront de chercher à réaliser pour le lac Supérieur et le lac Huron (y compris la rivière Sainte-Marie). Dans l'attente d'un tel accord les autorités compétentes devront imposer des limites aux décharges municipales et industrielles de phosphore de manière à atteindre les objectifs de charge ou à empêcher et à contrôler les problèmes d'eutrophisation dans le lac Supérieur et le lac Huron. Les Parties tiendront compte dès que possible de toute conclusion de l'enquête menée par la Commission mixte internationale sur la qualité de l'eau dans ces lacs.

9. Recommandations de la Commission. Les Parties tiendront compte, dès que possible, des recommandations de la Commission mixte internationale établies à la suite de l'enquête sur la pollution résultant de l'agriculture, de l'exploitation forestière et d'autres utilisations des terres, afin de mettre au point et d'appliquer des programmes appropriés de contrôle des apports de phosphore de ces sources.

10. Contrôle. Les Parties, avec le concours des Gouvernements d'Etat et de province et de la Commission mixte internationale, devront continuer à surveiller l'étendue de l'eutrophisation dans le réseau des Grands lacs et les progrès réalisés dans la réduction ou l'élimination de ce phénomène. Elles devront tenir périodiquement des consultations afin d'échanger les résultats de leurs recherches et d'entériner les propositions de programmes complémentaires visant à contrôler l'eutrophisation.

11. Transmission de renseignements. La Commission mixte internationale devra être tenue au courant, au moins une fois par an, conformément aux procédures établies par la Commission en consultation avec les Parties et avec les Gouvernements d'Etat et de province:

- a) des réductions totales des apports bruts de phosphore réalisées à la suite de la mise en oeuvre de programmes conformes aux dispositions de la présente Annexe;
- b) des réductions prévues des apports bruts de phosphore pour les douze mois suivants.

12. Examen et modification. En rapport avec la première évaluation conjointe détaillée de l'application et de l'efficacité des dispositions de l'Accord, prévue au paragraphe 3 de l'Article IX dudit Accord, il devra être procédé à l'examen des effets des programmes de contrôle du phosphore dans le réseau des Grands lacs et à l'étude des modifications ultérieures à apporter à ces programmes conformément à la présente Annexe.

ANNEXE 3

CONCEPTION, CONSTRUCTION ET OPERATION DE BATEAUX

1. Définitions. Dans la présente Annexe:

- a) "décharge" signifie l'introduction d'huiles et de substances polluantes dangereuses, y compris l'eau des cales mêlée d'huiles, dans les eaux réceptrices et comprend le déversement, la fuite, le pompage, l'écoulement, l'émission et l'évacuation de ces substances, sans toutefois se limiter à ces formes de décharge; le terme ne désigne pas les décharges directes et inévitables d'huiles qui proviennent d'un moteur de bateau en bon état de fonctionnement;
- b) "quantité nuisible d'huiles" signifie toute quantité d'huiles qui, si elle est déchargée dans les eaux réceptrices, produit une pellicule ou un miroitement ou teinte la surface de l'eau ou le rivage voisin, ou forme une boue ou émulsion sur la surface de l'eau ou sur le rivage voisin;
- c) "huiles" signifie les huiles et les mélanges à base d'huiles tels que les eaux de ballast, les eaux de lavage des citernes et les eaux sales des cales de bateaux;
- d) "bateau citerne" signifie tout bateau conçu pour le transport en quantité d'huiles ou de produits chimiques liquides;
- e) "bateau" signifie tout navire, chaland ou autre embarcation flottante, automoteur ou non.

2. Huiles. Aux fins de la présente Annexe, "huiles" désigne les huiles de tout genre ou sous toute forme, y compris, sans que cette énumération soit exhaustive, le pétrole, le mazout, les boues et les rebuts d'hydrocarbures, et les huiles mélangées de déchets; mais ce terme ne s'applique pas aux éléments constitutifs des déblais de dragage.

3. Principes généraux. Des règlements compatibles devront être adoptés en vue d'empêcher les décharges dans le réseau des Grands lacs de quantités nuisibles d'huiles et de substances polluantes dangereuses à partir de bateaux, conformément aux principes suivants:

- a) les décharges de quantités nuisibles d'huiles ou de substances polluantes dangereuses devront être interdites et soumises à des sanctions appropriées;
- b) dès qu'une personne responsable aura connaissance d'une décharge de quantités nuisibles d'huiles ou de substances polluantes dangereuses, elle devra en aviser immédiatement l'autorité appropriée située dans le secteur de juridiction où la décharge s'effectue; l'inobservation de cette règle entraînera des sanctions appropriées.

4. Programmes. Les programmes et mesures qui seront adoptés en vue d'empêcher les décharges de quantités nuisibles d'huiles comprendront les suivants:

- a) Des règles compatibles pour la conception et la construction de bateaux fondées sur les principes suivants:
 - (i) chaque bateau citerne devra posséder un moyen approprié de contenir à bord les déversements d'huiles de la cargaison causés par les opérations de chargement et de transfert;

- (ii) chaque bateau devra posséder un moyen approprié de contenir à bord les déversements d'huiles causés par les opérations de chargement ou de transfert, y compris ceux qui proviennent des événements des citernes et des conduites de trop-plein;
 - (iii) chaque bateau devra posséder une installation permettant de conserver à bord les déchets huileux accumulés pendant l'opération du bateau;
 - (iv) chaque bateau devra pouvoir décharger dans une installation située à terre les déchets huileux ainsi accumulés.
- b) Des règles compatibles concernant l'opération des bateaux et fondées sur les principes suivants:
- (i) les bateaux citernes devront être munis d'un dispositif permettant d'arrêter rapidement et sûrement l'écoulement des huiles de la cargaison au cours des opérations de transfert, dans l'éventualité d'une difficulté;
 - (ii) le bateau devra être muni d'un éclairage de pont convenable destiné à éclairer tous les lieux de manutention de la cargaison et du mazout si le transfert a lieu la nuit;
 - (iii) les tuyaux employés à bord des bateaux pour le transfert des huiles devront être conçus, estampillés et inspectés de façon appropriée en vue de réduire au minimum la possibilité d'une défaillance;
 - (iv) les installations de transfert, de chargement et de déchargement des huiles devront être conçues de façon à réduire au minimum la possibilité d'une défaillance.
- c) Des programmes visant à former les équipages des bateaux marchands à exécuter toutes les opérations que comportent l'emploi, la manutention et le chargement d'huile et à leur faire connaître les méthodes de réduction de la pollution par les huiles.

5. Mesures supplémentaires. Les programmes et mesures qui seront adoptés en vue d'empêcher les décharges de substances polluantes dangereuses devront s'inspirer du Recueil de règles relatives à la construction et à l'équipement des navires transportant des produits chimiques dangereux en vrac de l'Organisation intergouvernementale consultative de la navigation maritime. Ces programmes et mesures devront comprendre les principaux éléments de conception et de construction, les méthodes d'opération et les normes de qualification de l'équipage des bateaux marchands en rapport avec la manutention des substances polluantes dangereuses et la réduction de la pollution. De plus, les programmes devront établir des règles compatibles pour:

- a) l'identification et le marquage des bateaux transportant des substances polluantes dangereuses ainsi que des contenants et emballages renfermant des substances polluantes dangereuses transportés par ces bateaux;
- b) l'identification dans les déclarations d'expédition de toutes les substances polluantes dangereuses transportées;
- c) la marche à suivre pour donner avis aux autorités responsables de toutes les substances polluantes dangereuses transportées.

ANNEXE 4**DECHETS PROVENANT DE BATEAUX****1. Définition.** Aux fins de la présente Annexe:

- a) "ordures" signifie les ordures solides de cuisine, les papiers, les chiffons, les plastiques, le verre, le métal, les bouteilles, la poterie, la ferraille et autres débris du même genre;
- b) "eaux usées" signifie les déchets de nutrition des hommes ou des animaux qui se constituent à bord et comprend les déchets des cabinets d'aisance, des urinoirs ou des installations hospitalières traitant les matières excrémentielles;
- c) "bateau" signifie tout navire, chaland ou autre embarcation flottante, automoteur ou non;
- d) "eaux résiduelles" signifie l'eau dans laquelle entrent d'autres substances, notamment l'eau de ballast et l'eau employée pour laver les soutes, mais ne comprend pas l'eau dans laquelle entrent des huiles, des substances polluantes dangereuses ou des eaux usées.

2. Règlements compatibles. Les Parties devront adopter, au plus tard dans un délai d'un an à compter de l'entrée en vigueur de l'Accord, des règles régissant les décharges de déchets provenant de bateaux dans les eaux du réseau des Grands lacs, selon des principes au moins aussi rigoureux que les suivants:

- a) Les bateaux ne devront pas décharger d'ordures dans ces eaux;
- b) Les bateaux ne devront pas décharger d'eaux résiduelles dans ces eaux en quantité ou en concentration telles qu'elles les rendent délétères;
- c) Chaque bateau naviguant dans ces eaux et possédant des installations d'aisance fixes devra être équipé d'un ou plusieurs appareils destinés à isoler les eaux usées du bateau, à en incinérer le contenu ou à le traiter de manière adéquate.

3. Zones d'usage critique. Certaines zones du réseau des Grands lacs pourront être désignées comme zones d'usage critique et la décharge des eaux résiduelles et des eaux usées devra y être limitée ou interdite.**4. Dispositifs d'isolement.** Des règles pourront être élaborées dans le but d'exiger que les bateaux de plaisance et les autres catégories de bateau naviguant dans le réseau des Grands lacs ou dans des zones désignées de ce réseau possèdent un ou plusieurs dispositifs ayant pour objet d'isoler les eaux usées à bord.

ANNEXE 5

ETUDE DE LA POLLUTION RESULTANT DE LA NAVIGATION

1. Etudes. Les Parties conviennent que des études des problèmes de la pollution qui découlent des activités de navigation dans le réseau des Grands lacs seront entreprises dans le but de renforcer les programmes et autres mesures visant à réduire la pollution et à lutter contre celle-ci lorsqu'elle découle de la navigation. La coordination de ces études est placée sous la responsabilité de la Garde côtière des Etats-Unis et du ministère des transports du Canada. A l'origine, ces études devront porter sur les sujets suivants:

- a) Matériel de navigation. Définition des normes de sécurité minimums à l'égard de l'installation, de l'entretien, des essais et de l'emploi du matériel de navigation, pour la navigation en eau libre aussi bien que pour la navigation dans les glaces.
- b) Voies de circulation aux fins de la navigation. Examen du réseau non officiel actuel des voies de circulation pour déterminer s'il est approprié et efficace; détermination de la nécessité de créer de nouvelles voies de circulation; examen de la largeur des voies, du déplacement des voies, des voies à accès limité, des règles de dépassement, des vitesses et autres questions similaires relatives à la navigation en eau libre et dans les glaces; enfin reconnaissance des priorités à l'égard des mesures correctives qui s'imposent.
- c) Contrôle de la circulation. Examen des systèmes actuels de contrôle de la circulation pour déterminer s'ils sont adéquats et efficaces; étude de la nécessité d'ajouter de nouveaux systèmes de contrôle de la circulation; examen des opérations de navigation en eau profonde, dans les ports et dans les chemaux dans des conditions normales de navigation et dans les glaces; enfin reconnaissance des priorités à l'égard des mesures correctives qui s'imposent.
- d) Equipage des bateaux. Révision des normes actuelles de compétence aux Etats-Unis et au Canada pour déterminer quelles sont les normes minimums acceptables; examen des normes étrangères actuelles de compétence pour déterminer si elles sont appropriées et efficaces et si elles correspondent aux normes minimums des Etats-Unis et du Canada; déterminer les besoins de pilotes brevetés et autres officiers et la nécessité d'améliorer l'actuelle qualification professionnelle des pilotes, la nécessité de règles spéciales concernant l'équipage des remorqueurs, la nécessité de normes distinctes concernant l'équipage des bateaux naviguant dans les glaces; enfin la nécessité de normes distinctes concernant l'équipage des bateaux transportant des huiles et des substances polluantes dangereuses par mauvais temps ou dans des zones de circulation dense.

- e) Auxiliaires de navigation. Etablir dans quelle mesure les auxiliaires de navigation existants sont suffisants et efficaces; déterminer s'il est nécessaire d'ajouter de nouveaux auxiliaires de navigation; et reconnaître les priorités à l'égard des mesures correctives qui s'imposent.
- f) Eaux résiduelles. Examen des problèmes découlant de la décharge des eaux résiduelles et recommandations concernant la réduction des effets délétères de ces décharges.
- g) Systèmes de traitement des eaux usées des bateaux. Examen des travaux actuels de recherche et de mise au point de systèmes pour le traitement des eaux usées des bateaux.
- h) Chargement et déchargement du grain et du minéral. Examen des problèmes de pollution découlant de ces opérations.

2. Consultations. Des représentants de la Garde côtière des Etats-Unis et du ministère canadien des Transports, ainsi que des représentants d'autres organismes concernés, devront se rencontrer périodiquement en vue:

- a) d'isoler les problèmes nécessitant une étude approfondie;
- b) de répartir entre le Canada et les Etats-Unis les responsabilités à l'égard des divers aspects de ces études;
- c) de fournir un échange permanent de renseignements à l'égard des projets en cours de réalisation et des projets futurs;
- d) d'échanger les résultats des projets entièrement réalisés.

3. Etudes supplémentaires et résultats. La Garde côtière des Etats-Unis et le ministère canadien des Transports devront informer la Commission mixte internationale de tout sujet supplémentaire dont l'étude est en cours et des résultats de toutes les études entreprises conformément à la présente Annexe au fur et à mesure qu'ils seront connus.

ANNEXE 6

IDENTIFICATION ET ELIMINATION DES DEBLAIS POLLUES DE DRAGAGE

1. Définitions. Aux fins de la présente Annexe:

- a) "déblais de dragage" signifie les substances solides retirées du fond des lacs et cours d'eau au cours d'opérations visant en général à améliorer les voies navigables; ces substances sont notamment la boue, le limon, l'argile, le sable, le roc et les autres substances solides déposées par les effluents industriels et municipaux et par des phénomènes naturels;
- b) "secteur circonscrit" signifie un secteur préparé en vue du dépôt de déblais de dragage et visant à prévenir le retour des déblais de dragage aux secteurs libres des voies d'eau; le secteur peut être situé dans les voies d'eau ou dans les hautes terres et prendre la forme de digues, de levées, de cloisons, de cellules ou de toute autre structure pouvant retenir les substances;
- c) "eaux libres" signifie toute partie des eaux limitrophes du réseau des Grands lacs autre qu'un secteur circonscrit;
- d) "déblais pollués de dragage" signifie des déblais de dragage contenant des quantités nocives d'huiles, de substances polluantes dangereuses ou d'autres substances délétères identifiées par les autorités compétentes.

2. Examen. En application des dispositions qui seront prises par la Commission mixte internationale de concert avec les Parties, un groupe de travail sera chargé de procéder à l'examen des pratiques de dragage, des programmes, des lois et des règlements existants, en vue de mettre au point des critères compatibles d'identification des déblais pollués de dragage et de présenter des recommandations touchant des programmes compatibles d'élimination des déblais pollués en eaux libres. Cet examen devra être terminé dans les deux ans qui suivront la date d'entrée en vigueur de l'Accord. Le groupe de travail devra mener son enquête et formuler ses recommandations en se fondant sur les principes suivants:

- a) les activités de dragage devront être conduites de façon à en réduire les effets nuisibles pour l'environnement;
- b) on devra prendre toutes les mesures raisonnables et pratiques visant à assurer que les activités de dragage ne provoquent pas la dégradation de la qualité de l'eau et des sédiments de fond;
- c) dès que possible, le dépôt des déblais pollués de dragage dans les eaux libres devra s'effectuer conformément aux objectifs établis de qualité de l'eau et devra être progressivement réduit.

3. Consultations. Après avoir achevé l'examen prévu au paragraphe 2 ci-dessus, les Parties devront tenir des consultations, conformément à l'article IX de l'Accord, pour étudier les recommandations du groupe de travail et prendre les mesures qui s'imposent.

4. Mesures provisoires. En attendant la mise au point de critères et de programmes compatibles:

- a) les déblais de dragage déclarés pollués par les autorités compétentes devront être déposés dans les secteurs circonscrits à mesure qu'ils seront disponibles;
- b) les autorités compétentes devront poursuivre leurs efforts en vue de préparer des emplacements propres à devenir des secteurs circonscrits.

ANNEXE 7

DECHARGES A PARTIR D'INSTALLATIONS AU RIVAGE ET AU LARGE

1. Définitions. Dans la présente Annexe:

- a) "décharge" signifie l'introduction d'huiles ou de substances polluantes dangereuses dans les eaux réceptrices et comprend le déversement, la fuite, le pompage, l'écoulement, l'émission, l'évacuation de ces substances sans toutefois se limiter à ces formes de décharge, mais ne comprend pas les décharges continues provenant des installations de traitement des effluents municipaux ou industriels;
- b) "quantité nuisible d'huiles" signifie toute quantité d'huiles qui, si elle est déchargée dans les eaux réceptrices, produit une pellicule ou un miroitement ou teinte la surface de l'eau ou le rivage voisin, ou forme une boue ou émulsion sur la surface de l'eau ou sur le rivage voisin;
- c) "installation au large" signifie toute installation située dans l'eau, sur l'eau ou sous l'eau;
- d) "installation au rivage" signifie toute installation située dans la terre, sur la terre ou sous la terre autre que la terre submergée.

2. Installation. Le terme "installation" désigne les véhicules à moteur, le matériel roulant, les conduites et toute autre installation que l'on emploie ou qu'il est possible d'employer dans le but de traiter, de produire, d'entreposer, de transférer ou de transporter des huiles ou des substances polluantes dangereuses, à l'exclusion des bateaux.

3. Huiles. Aux fins de la présente Annexe, "huiles" signifie les huiles de tout genre ou sous toute forme, y compris, sans que cette énumération soit exhaustive, le pétrole, le mazout, les boues et les rebuts d'hydrocarbures, et les huiles mélangées de déchets; mais ce terme ne s'applique pas aux éléments constitutifs des déblais de dragage.

4. Principes. Des règlements devront être adoptés en vue d'empêcher que ne soient déchargées dans le réseau des Grands lacs des quantités nuisibles d'huiles et de substances polluantes dangereuses, à partir d'installations au rivage et d'installations au large conformément aux principes suivants:

- a) les décharges de quantités nuisibles d'huiles ou de substances polluantes dangereuses devront être interdites et soumises à des sanctions appropriées;
- b) dès qu'une personne responsable aura connaissance d'une décharge de quantités nuisibles d'huiles ou de substances polluantes dangereuses, elle devra en aviser immédiatement l'autorité appropriée située dans le secteur de juridiction où la décharge s'effectue; l'inobservation de cette règle entraînera des sanctions appropriées.

5. Programmes et mesures. Les programmes et mesures à adopter devront comporter les suivants:

- a) des programmes visant à examiner la conception, la construction et l'emplacement des installations actuelles et d'installations nouvelles pour s'assurer qu'elles empêchent efficacement la décharge dans l'eau d'huiles ou de substances polluantes dangereuses;
- b) des programmes visant à examiner le mode de fonctionnement, d'entretien et d'inspection des installations pour s'assurer qu'elles empêchent efficacement la décharge dans l'eau d'huiles ou de substances polluantes dangereuses;
- c) des programmes visant à former le personnel à l'exécution de toutes les fonctions comportant l'emploi et la manutention d'huiles et de substances polluantes dangereuses;
- d) des programmes visant à assurer que chaque installation dispose des plans et dispositions nécessaires concernant le matériel approprié servant à contenir et nettoyer les huiles ou les substances polluantes dangereuses déversées;
- e) des programmes comportant des règles compatibles avec les dispositions de l'Accord sur l'identification et le marquage de containers et des véhicules transportant des huiles ou des substances polluantes dangereuses.

ANNEXE 8

PROGRAMME COMMUN DE MESURES D'URGENCE

1. Le programme. Les Parties conviennent que le "programme commun de mesures d'urgence concernant la pollution par les huiles et les substances dangereuses dans la région des Grands lacs" adopté le 10 juin 1971 sera maintenu en vigueur et modifié de temps à autre. La Garde côtière des Etats-Unis et le ministère canadien des Transports auront la responsabilité de coordonner le programme et de le maintenir par écrit avec les modifications qui y seront apportées.
2. Objectif. Le programme a pour objectif d'assurer que les organismes responsables à l'échelon fédéral et à celui des Etats, des provinces et des localités fournissent une réponse coordonnée et intégrée aux incidents entraînant la pollution dans le réseau des Grands lacs. Le programme vient compléter les programmes nationaux, provinciaux et régionaux des Parties.
3. Incidents entraînant la pollution.
 - a) Un incident entraînant la pollution est une décharge ou le risque imminent d'une décharge d'huile et de toute autre substance dont l'ampleur ou l'importance nécessite une action immédiate en vue de contenir, de nettoyer ou de détruire ces substances.
 - b) Les objectifs du programme pour le cas d'incidents entraînant la pollution sont:
 - i) de mettre au point des mesures appropriées de préparation et des systèmes efficaces permettant de découvrir et de rapporter tout incident entraînant la pollution dans les limites de la zone à laquelle le programme s'applique;
 - ii) d'instituer rapidement les mesures qui s'imposent pour empêcher la substance polluante de se répandre;
 - iii) de fournir l'équipement qui convient pour lutter contre les incidents entraînant la pollution.
4. Financement. A moins d'un accord contraire, le coût des opérations effectuées par les deux Parties dans le cadre du programme sera payé par la Partie dans les eaux de laquelle l'incident entraînant la pollution s'est produit.
5. Amendement. La Garde côtière des Etats-Unis et le ministère canadien des Transports ont le pouvoir de modifier le Programme à condition que les modifications ainsi apportées soient compatibles avec le but et les objectifs de la présente Annexe.

MANDAT CONFIE A LA COMMISSION MIXTE INTERNATIONALE POUR L'ETUDE DE LA
POLLUTION DU RESEAU DES GRANDS LACS CAUSEE PAR L'AGRICULTURE,
L'EXPLOITATION FORESTIERE ET D'AUTRES UTILISATIONS DES TERRES

J'ai l'honneur de vous faire savoir que les Gouvernements du Canada et des Etats-Unis d'Amérique sont convenus, conformément à l'Article IX du Traité des eaux limitrophes de 1909, de prier la Commission mixte internationale de faire une étude de la pollution des eaux limitrophes du réseau des Grands lacs résultant de l'agriculture, de l'exploitation forestière et d'autres utilisations des terres, ayant présent à l'esprit l'Article IV du Traité selon lequel les eaux limitrophes et les eaux traversant la frontière ne seront pas polluées de l'un ou l'autre côté de celle-ci de façon à porter atteinte à la santé des personnes et aux biens situés de l'autre côté, ayant aussi présent à l'esprit l'Accord signé ce jour entre le Canada et les Etats-Unis d'Amérique relatif à la qualité de l'eau dans les Grands lacs.

La Commission est priée de faire enquête et rapport aux deux Gouvernements sur les questions suivantes:

- (1) Les eaux limitrophes du réseau des Grands lacs sont-elles polluées par le drainage des terres (y compris l'écoulement des eaux souterraines et de surface et les sédiments) résultant de l'exploitation agricole et forestière, de la mise en valeur des terrains urbains et industriels, de l'aménagement d'aires de récréation et de parcs, de la présence de services publics et de systèmes de transports et de phénomènes naturels?
- (2) Si la question qui précède reçoit une réponse affirmative, dans quelle mesure, par quelles causes et dans quelles localités, cette pollution se produit-elle?
- (3) Si la Commission découvre que de la pollution du genre susmentionné se produit, quelles mesures correctives seraient, à son avis, les plus pratiques et quel en serait le coût probable?

La Commission est priée d'étudier le caractère approprié des programmes et des mesures de contrôle existants, et les améliorations nécessaires relativement:

- a) aux apports d'éléments nutritifs, de pesticides, de sédiments et d'autres matières polluantes provenant des sources précitées;
- b) à l'utilisation des terres;
- c) aux remblais sanitaires, aux dépotoirs et aux déversements en puits profonds;
- d) aux opérations circonscrites d'alimentation du bétail et autres opérations relatives à l'élevage; et
- e) à la pollution résultant d'autres méthodes d'agriculture, d'exploitation forestière ou d'utilisation des terres.

Dans la conduite de son enquête, la Commission devra identifier les erreurs techniques et recommander des mesures correctives.

La Commission devra présenter son rapport final et ses recommandations aux deux Gouvernements dès que possible, et présenter de temps à autre des rapports sur les progrès de l'enquête.

Dans la conduite de son enquête et autrement dans l'exercice de ses fonctions dans le cadre du présent mandat, la Commission pourra retenir les services de personnes qualifiées et des organismes intéressés du Canada et des Etats-Unis, et fera usage dans la mesure du possible des renseignements et données techniques, déjà acquis ou dont on peut venir à disposer pendant l'enquête, y compris les renseignements et les données acquis par la Commission au cours de ses recherches et de ses opérations de surveillance dans la région inférieure des Grands lacs et dans les voies de communication.

Dans la conduite de son enquête, la Commission devrait faire appel aux services de l'organisme international prévu à l'Article VII de l'Accord entre le Canada et les Etats-Unis d'Amérique relatif à la qualité de l'eau dans les Grands lacs.

MANDAT CONFIE A LA COMMISSION MIXTE INTERNATIONALE
POUR L'ETUDE DES PROBLEMES DE POLLUTION
DU LAC HURON ET DU LAC SUPERIEUR

J'ai l'honneur de vous faire savoir que les Gouvernements du Canada et des Etats-Unis d'Amérique, conformément à l'Article IX du Traité des eaux limitrophes de 1909, sont convenus de prier la Commission mixte internationale de faire enquête sur la qualité de l'eau du lac Huron et du lac Supérieur, ayant présent à l'esprit l'Article IV du Traité selon lequel les eaux limitrophes et les eaux traversant la frontière ne seront pas polluées de l'un ou l'autre côté de celle-ci de façon à porter atteinte à la santé des personnes et aux biens situés de l'autre côté, ayant aussi à l'esprit l'Accord signé ce jour entre le Canada et les Etats-Unis d'Amérique relatif à la qualité de l'eau dans les Grands lacs. Ce mandat constitue la réponse des deux Gouvernements à la recommandation n° 20 du rapport final de la Commission, en date du 9 décembre 1970, sur la pollution du lac Erié, du lac Ontario et de la section internationale du Saint-Laurent.

La Commission est priée de faire enquête et rapport aux deux Gouvernements sur les questions suivantes:

- (1) Les eaux du lac Supérieur et du lac Huron sont-elles polluées de l'un ou l'autre côté de la frontière dans une mesure a) qui cause ou est susceptible de causer du tort à la santé des personnes ou aux biens de l'autre côté de la frontière, ou b) qui cause ou est susceptible de causer la dégradation des niveaux actuels de qualité de l'eau dans ces deux lacs ou dans les eaux d'aval du réseau des Grands lacs?
- (2) Si la question qui précède reçoit une réponse affirmative, dans quelle mesure, par quelles causes et dans quelles localités cette pollution se produit-elle?
- (3) Si la Commission découvre que de la pollution du genre susmentionné se produit, quelles mesures correctives seraient, à son avis, les plus pratiques pour rendre à l'eau sa qualité et protéger cette dernière, et quel en serait le coût probable?
- (4) Si la Commission découvre qu'il n'y a, à l'heure actuelle, peu ou pas de pollution du genre susmentionné, quelles mesures préventives seraient à son avis les plus pratiques pour empêcher que cette pollution ne se produise à l'avenir et quel en serait le coût probable?

La Commission est invitée à présenter aux deux Gouvernements des recommandations relatives aux objectifs généraux et spécifiques de qualité de l'eau que l'on pourra établir pour ces lacs, et aux programmes et aux mesures nationaux que chacun des pays devra prendre afin d'atteindre et de maintenir ces objectifs de qualité de l'eau.

La Commission devra présenter son rapport final et ses recommandations aux deux Gouvernements dès que possible, et présenter de temps à autre des rapports sur les progrès de l'enquête.

Dans la conduite de son enquête, la Commission est priée d'étudier également la pollution du lac Huron et du lac Supérieur en provenance des eaux tributaires, y compris le lac Michigan, qui influence la qualité de l'eau dans les deux lacs, et de faire enquête et rapport sur les sources d'amont de cette pollution. La Commission pourra recourir aux services de personnes qualifiées ainsi qu'à d'autres ressources fournies par des organismes d'aménagement des eaux du Canada et des États-Unis et fera usage dans la mesure du possible des renseignements et données techniques acquis ou dont on pourra venir à disposer pendant l'enquête, y compris les renseignements et données acquis par la Commission au cours de ses recherches et de ses opérations de surveillance dans la région inférieure des Grands lacs et dans les voies de communication.

Dans la conduite de son enquête, la Commission devrait faire appel aux services de l'organisme international prévu à l'Article VII de l'Accord entre le Canada et les États-Unis d'Amérique relatif à la qualité de l'eau dans les Grands lacs.

ATTRIBUTIONS DU CONSEIL CONSULTATIF DE RECHERCHE

1. Aux fins du présent document, "recherche" désigne les activités de recherche, de développement et de présentation, à l'exclusion du contrôle et de la surveillance ordinaire de la qualité de l'eau.

2. Les fonctions et responsabilités du Conseil consultatif de recherche relatives aux activités de recherche entreprises au Canada et aux Etats-Unis sur la qualité des eaux du réseau des Grands lacs seront les suivantes:

- a) Faire l'examen de ces activités à intervalles réguliers afin:
 - (i) d'examiner dans quelle mesure les résultats de la recherche sont suffisants et sûrs, et d'établir s'ils ont fait l'objet d'une diffusion et d'une application efficaces;
 - (ii) d'identifier les points faibles constatés dans les activités de recherche, le financement et les calendriers d'exécution desdites activités;
 - (iii) d'identifier les projets additionnels de recherche à entreprendre;
 - (iv) d'identifier les programmes particuliers de recherche pour lesquels la coopération internationale sera fructueuse;
- b) Fournir à la Commission et à ses conseils ses avis ainsi qu'une synthèse de l'opinion scientifique sur des problèmes particuliers dont il a été saisi par la Commission ou ses conseils;
- c) Faciliter la coopération internationale, tant officielle que non officielle, et la coordination de la recherche;
- d) Présenter des recommandations à la Commission.

3. De plein droit, le Conseil consultatif de recherche peut demander à des groupes de travail des milieux professionnel, universitaire, gouvernemental et intergouvernemental de lui présenter des analyses, des évaluations et des recommandations touchant les problèmes de recherche de la qualité de l'eau dans les Grands lacs et la recherche connexe.

4. La Commission mixte internationale décidera de la taille et de la composition du Conseil consultatif de recherche. Elle devra choisir les membres du Conseil parmi les fonctionnaires des Gouvernements fédéraux, provinciaux et d'Etat appropriés, ainsi que parmi d'autres organismes, organisations et institutions qui participent à la recherche sur les Grands lacs. La Commission devra également s'adresser aux représentants des collectivités universitaire, scientifique et industrielle, de même qu'au grand public. La sélection des membres devrait se fonder principalement sur les qualifications personnelles et la contribution éventuelle de chacun aux travaux du Conseil consultatif de recherche.

5. Le Conseil consultatif de recherche devra travailler en tout temps en étroite collaboration avec le Conseil de la qualité de l'eau des Grands lacs.

TIAS 7312

MEXICO

Treaty to Resolve Pending Boundary Differences and Maintain the Rio Grande and Colorado River as the International Boundary¹

Signed at México November 23, 1970;

*Ratification advised by the Senate of the United States of America
November 29, 1971;*

*Ratified by the President of the United States of America
December 9, 1971;*

Ratified by Mexico January 24, 1972;

Ratifications exchanged at Washington April 18, 1972;

*Proclaimed by the President of the United States of America
May 2, 1972;*

Entered into force April 18, 1972.

With exchange of notes

Signed at México and Tlatelolco December 18 and 21, 1970.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The treaty between the United States of America and the United Mexican States to resolve pending boundary differences and maintain the Rio Grande and Colorado River as the international boundary was signed at Mexico City on November 23, 1970, the text of which treaty is annexed;

The Senate of the United States of America by its resolution of November 29, 1971, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the treaty;

The treaty was duly ratified by the President of the United States of America on December 9, 1971, and was duly ratified on the part of the United Mexican States;

It is provided in Article IX of the treaty that the treaty shall enter into force on the date of the exchange of ratifications;

¹ The numbered footnotes herein were added by the Department of State.

The instruments of ratification of the treaty were duly exchanged at Washington on April 18, 1972;

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the treaty of November 23, 1970 between the United States of America and the United Mexican States to the end that it shall be observed and fulfilled with good faith on and after April 18, 1972, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

[SEAL]

DONE at the city of Washington this second day of May in the year of our Lord one thousand nine hundred and seventy-two and of the Independence of the United States of America the one hundred ninety-sixth.

RICHARD NIXON

By the President:

JOHN N. IRWIN II

Acting Secretary of State

TREATY TO RESOLVE PENDING BOUNDARY DIFFERENCES
AND MAINTAIN THE RIO GRANDE AND COLORADO RIVER
AS THE INTERNATIONAL BOUNDARY BETWEEN
THE UNITED STATES OF AMERICA AND THE UNITED MEXICAN STATES

The United States of America and the United
Mexican States,

Animated by a spirit of close friendship and
mutual respect and desiring to:

Resolve all pending boundary differences
between the two countries,

Restore to the Rio Grande its character of
international boundary in the reaches where that
character has been lost, and preserve for the
Rio Grande and Colorado River the character of
international boundaries ascribed to them by the
boundary treaties in force,

Minimize changes in the channels of these
rivers, and should these changes occur, attempt
to resolve the problems arising therefrom
promptly and equitably,

Resolve problems relating to sovereignty over existing or future islands in the Rio Grande,

And finally, considering that it is in the interest of both countries to delimit clearly their maritime boundaries in the Gulf of Mexico and in the Pacific Ocean,

Have resolved to conclude this Treaty concerning their fluvial and maritime boundaries and for such purpose have named their plenipotentiaries:

The President of the United States of America, Robert H. McBride, Ambassador of the United States of America to Mexico, and

The President of the United Mexican States, Antonio Carrillo Flores, Secretary of Foreign Relations,

Who, having communicated to each other their respective full powers, found to be in good and due form, have agreed as follows:

ARTICLE I

In order to resolve the pending boundary cases of the Presidio-Ojinaga Tracts, the Horcon Tract, Beaver Island, and islands, in which the

territory of one of the Contracting States has been placed on the opposite bank of the Rio Grande, and to restore this river as the international boundary, the United States and Mexico have decided to modify the position of the Rio Grande in certain reaches, in accordance with the following terms:

- A. To change the location of a section of the channel of the Rio Grande in the area of the Presidio-Ojinaga Tracts, so as to transfer from the north to the south side of the Rio Grande an area of 1606.19 acres (650 hectares). This relocation shall be effected so that the middle of the new channel follows the alignment shown on the map of the International Boundary and Water Commission, United States and Mexico (hereinafter referred to as the "Commission"), entitled Relocation of the Rio Grande in the Presidio-Ojinaga Tracts,^[1] attached to and forming a part of this Treaty.

¹ See pocket at the back of this publication.

- B. To change the location of the channel of the Rio Grande upstream from and near Hidalgo-Reynosa, so as to transfer from the south to the north of the Rio Grande an area of 481.68 acres (194.93 hectares). This relocation shall be effected so that the middle of the rectified channel follows the alignment shown on the Commission's map entitled Relocation of the Rio Grande Upstream from Hidalgo-Reynosa, attached to and forming a part of this Treaty.
- C. To change the location of the channel of the Rio Grande downstream from and near Presidio-Ojinaga, so as to transfer from the south to the north of the Rio Grande an area of 252 acres (101.98 hectares). This relocation shall be effected so that the middle of the rectified channel follows the alignment shown on the Commission's map entitled Relocation of the Rio Grande Downstream

from Presidio-Ojinaga, attached to and forming a part of this Treaty.

D. Once this Treaty has come into force and the necessary legislation has been enacted for carrying it out, the two Governments shall determine, on the basis of a recommendation by the Commission, the period of time appropriate for each of them to carry out the following operations:

- (1) The acquisition, in conformity with its laws, of the lands to be transferred to the other and of the rights of way for the new river channels;
- (2) The orderly evacuation of the occupants of the lands referred to in paragraph D (1) of this Article.

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- E. The changes in location of the Rio Grande referred to in paragraphs A, B and C of this Article, shall be executed by the Commission as soon as practical in accordance with the engineering plans recommended by it and approved by the two Governments. The cost of these changes in location shall be equally divided between the two Governments, through an appropriate division of work recommended by the Commission in the same engineering plans.
- F. On the date on which the two Governments approve the Commission's Minute confirming the completion of the relocations of the channel of the Rio Grande provided for in paragraphs A, B and C of this Article, the change of location of the international boundary shall be effected in each case and the middle of the new channels of the Rio Grande and of the

present channels north of the Horcon Tract and north of Beaver Island shall become the international boundary, and consequently the following territorial adjustments shall take place:

- (1) By reason of the rectification referred to in paragraph A of this Article, there shall pass from the north to the south of the Rio Grande within the territory of Mexico, 1606.19 acres (650 hectares) in the Presidio-Ojinaga Tracts.
- (2) By reason of the rectification referred to in paragraph B of this Article, there shall pass from the south to the north of the Rio Grande 481.68 acres (194.93 hectares) to form a part of the territory of the United States. This transfer is in recognition of the fact that the

Horcon Tract and Beaver Island,
located south of the Rio Grande,
comprising a total area of 481.68
acres (194.93 hectares) now under
the sovereignty of the United
States shall pass to and become
part of the territory of Mexico.

- (3) By reason of the rectification
referred to in paragraph C of
this Article, there shall pass
from the south to the north of
the Rio Grande 252 acres (101.98
hectares) to form a part of the
territory of the United States.
This transfer is in recognition
of the fact that, upon the adoption
of the new boundary in accordance
with Article II of this Treaty,
Mexico will receive a greater
number and acreage of islands than
the United States.

ARTICLE II

In order to resolve uncertainties relating to the sovereignty over islands and to restore to the Rio Grande its character as the international boundary in those locations where this character has been lost between the Gulf of Mexico and its intersection with the land boundary, the Contracting States agree that:

- A. Except as provided in Articles I (F), III (B) and III (C) of this Treaty, from the date on which this Treaty enters into force, the international boundary between the United States and Mexico in the limitrophe sections of the Rio Grande and the Colorado River shall run along the middle of the channel occupied by normal flow and, where either of the rivers has two or more channels, along the middle of the channel which in normal flows has the greater or greatest average width over its length, and from that time forward, this international

boundary shall determine the sovereignty over the lands on one side or the other of it, regardless of the previous sovereignty over these lands.

- B. For the purposes of this Treaty, the Commission shall in each case determine the normal flows, which shall exclude flood flows, and the average widths, referred to in the preceding paragraph of this Article.
- C. The Commission, on the basis of the surveys which it shall carry out as soon as practical, shall with appropriate precision delineate the international boundary on maps or aerial photographic mosaics of the Rio Grande and of the Colorado River. In the future, the Commission shall make surveys as frequently as it may consider justifiable, but in any event at intervals not greater than ten years, and shall record the

position of the international boundary on appropriate maps. Each of the Governments shall bear half of the costs and other expenses determined by the Commission and approved by the two Governments for the surveys and maps relating to the boundaries.

ARTICLE III

In order to minimize problems brought about by future changes in the limitrophe channels of the Rio Grande and the Colorado River, the Contracting States agree that:

- A. When the Rio Grande or the Colorado River moves laterally eroding one of its banks and depositing alluvium on the opposite bank, the international boundary shall continue to follow the middle of the channel occupied by normal flow or, where there are two or more channels, it shall follow the middle of the channel which in normal flow has the greatest average width over its length.

- B. (1) When the Rio Grande or the Colorado River, through movements other than those described in paragraph A of this Article, separates from one Contracting State a tract of land, which might be composed of or include islands, of no more than 617.76 acres (250 hectares) and with an established population of no more than 100 inhabitants, the Contracting State from which the tract of land has been separated shall have the right to restore the river to its prior position and shall notify the other Contracting State, through the Commission, at the earliest possible date whether or not it proposes to restore the river to its prior position. Such restoration must be made at its own expense within a period of three years counted from the date on which the Commission

• acknowledges the separation; however, if such restoration should have been initiated but not completed within the period of three years, the Commission, with approval of both Governments, may extend it for one year. The boundary shall remain in its prior location during the periods herein provided for restoration of the river, notwithstanding the provisions of Article II (A) of this Treaty.

- (2) If at the conclusion of the periods herein provided the river has not been restored to its prior position, the international boundary shall be fixed in accordance with the provisions of Article II (A) of this Treaty, and sovereignty over the separated tract of land shall, as of that date, pass to the Contracting State on whose side of

the river the separated tract is then located. Should the Contracting State from whose territory the tract was separated notify the other Contracting State of its intention not to restore the river to its prior position, the international boundary shall be fixed in accordance with the provisions of Article II (A) of this Treaty, and sovereignty over the separated tract shall change as of the date on which notification is given through the Commission.

- (3) When a tract of land passes from the sovereignty of one Contracting State to the other in accordance with paragraph B (2) of this Article, its area shall be ascertained and recorded by the Commission as a credit in favor of the Contracting State from which it was separated, for later compensation by an equal

area in a natural separation of a tract of the other Contracting State which is not restored or in a future rectification recommended by the Commission and approved by the two Governments in the same river. The costs of such rectifications shall be divided equally between the Contracting States and, upon completion, the middle of the new channels shall become the international boundary and the Commission shall cancel the corresponding credit.

- C. When the Rio Grande or the Colorado River, by movements other than those provided in paragraph A of this Article, separates from one Contracting State a tract of land, which might be composed of or include islands, having an area of more than 617.76 acres (250 hectares) or an established population of more than 100

inhabitants, the international boundary shall remain in its prior position and sovereignty over the separated tract of land shall not change, notwithstanding the provisions of Article II (A) of this Treaty. In such cases the Commission shall restore the river to its prior channel as soon as practical, equally dividing the costs between the Contracting States. As an alternative procedure the Commission, with the approval of the two Governments, may rectify the channel of the river in the same section in which the separation occurred, so as to transfer an equal area to the Contracting State from which the tract of land was separated. The costs of these rectifications shall be divided equally between the two Governments and, upon their completion, the middle of the new channels shall be the international boundary, as defined in Article II (A) of this Treaty.

- D. The Commissioners shall exchange all information coming to their attention about possible or actual separation of lands as referred to in paragraphs B and C of this Article. The Commission shall promptly make the necessary surveys and investigations in all cases of separation and determine, in accordance with the provisions of paragraphs B and C of this Article, which type of separation has taken place.
- E. Pending any changes in sovereignty brought about by the application of paragraphs B or C of this Article, each Contracting State shall extend to the nationals of the other such facilities for transit through its territory as may be necessary to permit the use and enjoyment of separated tracts as before the separation, including such exemption from customs duties and immigration procedures as may be necessary.

- F. When in the limitrophe reaches of the Rio Grande and Colorado River, a part of the channel temporarily loses its character as the boundary by reason of the changes contemplated in paragraphs B and C of this Article, the international character of the use and consumption of those waters, in the order established under Article 3 of the Treaty of February 3, 1944, [¹] shall not be modified.

ARTICLE IV

In order to reduce to a minimum the shifting of the channels of the Rio Grande and the Colorado River in their limitrophe sections, and the problems that would be caused by the separation of tracts of land, the Contracting States agree that:

- A. Each Contracting State, in the limitrophe sections of the Rio Grande and the Colorado River, may protect its bank against erosion and, where either of the rivers has more than one channel, may construct works in

¹ TS 904; 59 Stat. 1225.

the channel or channels that are completely within its territory in order to preserve the character of the limitrophe channel provided, however, that in the judgment of the Commission the works that are to be executed under this paragraph do not adversely affect the other Contracting State through the deflection or obstruction of the normal flow of the river or of its flood flows.

- B. (1) Both in the main channel of the river and on adjacent lands to a distance on either side of the international boundary recommended by the Commission and approved by the two Governments, each Contracting State shall prohibit the construction of works in its territory which, in the judgment of the Commission, may cause deflection or obstruction of the normal flow of the river or of its flood flows.

- (2) If the Commission should determine that any of the works constructed by one of the two Contracting States in the channel of the river or within its territory causes such adverse effects on the territory of the other Contracting State, the Government of the Contracting State that constructed the works shall remove them or modify them and, by agreement of the Commission, shall repair or compensate for the damages sustained by the other Contracting State.
- C. (1) The Commission shall recommend to the two Governments the execution of works it may consider advisable and practical for improvement and stabilization of the channels of the Rio Grande and of the Colorado River in its limitrophe sections, including among others the following

measures: clearing, channel excavations, bank protection and rectifications. The Commission shall include in its recommendations an estimate of the costs of construction, operation and maintenance of the works, and a proposal for the division of the work and costs between the Contracting States.

- (2) As soon as may be practical, after the two Governments approve the Commission's recommendations, each of the Contracting States shall execute, at its expense, its share of the construction, operation and maintenance referred to in paragraph C (1) of this Article.

ARTICLE V

The Contracting States agree to establish and recognize their maritime boundaries in the Gulf of

Mexico and in the Pacific Ocean in accordance with the following provisions:

- A. The international maritime boundary in the Gulf of Mexico shall begin at the center of the mouth of the Rio Grande, wherever it may be located; from there it shall run in a straight line to a fixed point, at 25° 57' 22.18" North latitude, and 97° 8' 19.76" West longitude, situated approximately 2,000 feet seaward from the coast; from this fixed point the maritime boundary shall continue seaward in a straight line the delineation of which represents a practical simplification of the line drawn in accordance with the principle of equidistance established in Articles 12 and 24 of the Geneva Convention on the Territorial Sea and the Contiguous Zone. ^[1] This line shall extend into the Gulf of Mexico to a distance of 12 nautical miles from the baseline used for its delineation. The international

¹ TIAS 5639; 15 UST 1610, 1612.

maritime boundary in the Gulf of Mexico shall be recognized in accordance with the map entitled International Maritime Boundary in the Gulf of Mexico, [¹] which the Commission shall prepare in conformity with the foregoing description and which, once approved by the Governments, [²] shall be annexed to and form a part of this Treaty.

- B. The international maritime boundary in the Pacific Ocean shall begin at the westernmost point of the mainland boundary; from there it shall run seaward on a line the delineation of which represents a practical simplification, through a series of straight lines, of the line drawn in accordance with the principle of equidistance established in Articles 12 and 24 of the Geneva Convention on the Territorial Sea and the Contiguous Zone. This line shall extend seaward to a distance of 12 nautical miles from

¹ See pocket at the back of this publication.

² See exchange of notes, p. 443.

the baselines used for its delineation along the coast of the mainland and the islands of the Contracting States. The international maritime boundary in the Pacific Ocean shall be recognized in accordance with the map entitled International Maritime Boundary in the Pacific Ocean, ^[1] which the Commission shall prepare in conformity with the foregoing description and which, once approved by the Governments, ^[2] shall be annexed to and form a part of this Treaty.

- C. These maritime boundaries, as they are shown in maps of the Commission entitled International Maritime Boundary in the Gulf of Mexico and International Maritime Boundary in the Pacific Ocean, shall be recognized as of the date on which this Treaty enters into force. They shall permanently represent the maritime boundaries between the two

¹ See pocket at the back of this publication.

² See exchange of notes, p. 443.

Contracting States; on the south side of these boundaries the United States shall not, and on the north side of them Mexico shall not, for any purpose claim or exercise sovereignty, sovereign rights or jurisdiction over the waters, air space, or seabed and subsoil. Once recognized, these new boundaries shall supersede the provisional maritime boundaries referred to in the Commission's Minute No. 229.

- D. The establishment of these new maritime boundaries shall not affect or prejudice in any manner the positions of either of the Contracting States with respect to the extent of internal waters, of the territorial sea, or of sovereign rights or jurisdiction for any other purpose.
- E. The Commission shall recommend the means of physically marking the maritime boundaries and of the division of work for construction and maintenance of the

markers. When such recommendations have been approved by the two Governments the Commission shall construct and maintain the markers, the cost of which shall be equally divided between the Contracting States.

ARTICLE VI

- A. The lands and improvements which, upon relocation of the international boundary under the provisions of Articles I, III and IV of this Treaty, are transferred from one Contracting State to the other, shall pass to the respective Contracting State in absolute ownership, free of any private titles or encumbrances of any kind; compensation to the owners of the lands to be transferred shall be the responsibility of the delivering Contracting State. No payments shall be made between the two Governments for value of the lands and improvements transferred from one Contracting State

to the other as a result of the change of location of the international boundary.

B. The relocation of the international boundary and the transfer of portions of territory or any other provision of this Treaty shall not affect in any way:

- (1) The legal status with respect to citizenship laws, of those persons who are present or former residents of the portions of territory transferred;
- (2) The jurisdiction over legal proceedings, of either a civil or criminal character, which are pending on the date on which the relocation is effected or which were decided prior to that date;
- (3) The jurisdiction over acts or omissions occurring within or with respect to the said portions of territory prior to their transfer;

- (4) The law or laws applicable to the acts or omissions referred to in paragraph B (3) of this Article.

- C. (1) All materials, implements, equipment and repair parts intended for the construction, operation and maintenance of the works required to carry out the provisions of this Treaty shall be exempt from taxes relating to imports and exports. For this purpose, each Section of the Commission shall furnish verification certificates covering all materials, implements, equipment and repair parts intended for such works.
- (2) The personnel employed either directly or indirectly on the construction, operation or maintenance of the works required to carry out the provisions of this Treaty shall be permitted to pass freely from one country to the other for the purpose of going to and

from the place or location of the works, without any immigration restrictions, passports, or labor requirements. For this purpose, each Section of the Commission shall furnish adequate means of identification to the personnel employed by it on the aforesaid works.

ARTICLE VII

The boundary on international bridges which cross the Rio Grande or the Colorado River shall be shown by an appropriate monument exactly over the international boundary determined by this Treaty at the time of demarcation. When in the judgment of the Commission the variations of the international boundary should warrant that the monument on any bridge should be relocated, it shall so recommend to the two Governments and with their approval may proceed to the reinstallation. This monument shall denote the boundary for all the purposes of such bridge. Any rights other than those relating to the bridge itself shall be determined, in case\

later changes occur, in accordance with the provisions of this Treaty.

ARTICLE VIII

The following agreements shall be terminated as of the entry into force of this Treaty, without prejudice to any right, title or interest which has accrued thereunder except as otherwise provided in this Treaty with respect to such right, title or interest:

- A. the Convention Touching the International Boundary Line, signed on November 12, 1884; ^[1]
- B. the Convention for the Elimination of Bancos in the Rio Grande, signed on March 20, 1905; ^[2]
and
- C. to the extent that they are inconsistent with this Treaty:

- (1) Article V of the Treaty of Guadalupe Hidalgo, signed on February 2, 1848; ^[3]

¹ TS 226; 24 Stat. 1011.

² TS 461; 35 Stat. 1863.

³ TS 207; 9 Stat. 926; 18 Stat. 494.

- (2) Article I of the Gadsden (Mesilla) Treaty, signed on December 30, 1853; [¹]
 - (3) Article IV of the Convention establishing the International Boundary Commission, signed March 1, 1889; [²] and
 - (4) Article VI of the Convention on Rectification of the Rio Grande, signed February 1, 1933; [³] and
- D. any other agreement, or any part thereof, between the United States of America and the United Mexican States which is inconsistent with this Treaty, to the extent of that inconsistency.

ARTICLE IX

The present Treaty shall be ratified in accordance with the constitutional processes of each Contracting State and the instruments of ratification shall be exchanged in Washington, D.C.

¹ TS 208; 10 Stat. 1032.


² TS 232; 26 Stat. 1514.

³ TS 864; 48 Stat. 1624.

as soon as possible. It shall enter into force on the date of the exchange of ratifications.

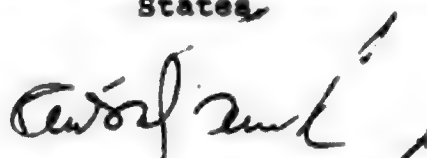
Done at the City of Mexico, the twenty-third day of November, nineteen seventy, in the English and Spanish languages, each text being equally authentic.

For the United States
of America,

A handwritten signature in dark ink, appearing to read "Robert H. McBride".

Robert H. McBride.

For the United Mexican
States,

A handwritten signature in dark ink, appearing to read "Antonio Carrillo Flores".

Antonio Carrillo Flores.

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RELOCATION OF THE RIO GRANDE IN THE PRESIDIO-OJINAGA TRACTS
TABLE OF COORDINATES OF TRAVERSE POINTS

THIS TABLE FORMS A PART OF THE MAP "RELOCATION OF THE RIO GRANDE
IN THE PRESIDIO-OJINAGA TRACTS" DATED NOVEMBER 19, 1970. [1]

PAGE 1 OF 3

STATION	COORDINATES IN FEET*		COORDINATES IN METERS*	
	NORTH	EAST	NORTH	EAST
1	685722.00	267120.00	209008.07	81418.18
2	685153.99	267348.68	208834.94	81487.88
3	683930.16	268289.82	208461.91	81774.74
4	671966.39	284276.90	204815.36	86647.60
88	670906.82	284983.87	204492.40	86863.08
89	669344.98	285380.00	204016.35	86983.82
90	669725.00	285000.00	204132.18	86868.00
91	669829.03	284842.22	204163.89	86819.91
92	670000.00	284898.00	204216.00	86836.91
93	670367.41	285120.68	204327.99	86904.78
94	670520.00	285375.00	204374.50	86982.30
95	670780.00	285395.00	204453.74	86988.40
96	670989.54	285221.91	204517.61	86935.64
97	671160.00	285000.00	204569.57	86868.00
5	671237.80	284866.63	204593.28	86827.35
6	671290.00	284760.00	204609.19	86794.85
7	671420.00	284280.00	204648.82	86648.54
8	671385.00	283735.00	204638.15	86482.43
9	671144.75	283272.78	204564.92	86341.54
10	671200.00	281972.00	204581.76	85945.07
11	670798.76	280584.83	204459.46	85522.26
12	671670.00	280330.00	204725.02	85444.58
13	671655.00	279425.00	204720.44	85168.74
14	671735.00	278895.00	204744.83	85007.20
15	672885.00	278785.00	205095.35	84973.67
16	673415.87	278334.50	205257.16	84836.36
17	674560.00	275960.00	205605.89	84112.61
18	674955.00	275505.00	205726.28	83973.92
19	674750.00	274925.00	205663.80	83797.14
20	675395.00	274345.00	205860.40	83620.36
21	675710.00	273820.00	205956.41	83460.34
22	675210.00	273265.00	205804.01	83291.17
23	675560.00	272430.00	205910.69	83036.66
24	676015.00	272585.00	206049.37	83083.91
25	676115.00	272800.00	206079.85	83149.44
26	675985.00	273255.00	206040.23	83288.12
27	676095.00	273530.00	206073.76	83371.94
28	676605.00	273675.00	206229.20	83416.14
29	676515.00	273015.00	206201.77	83214.97
30	677135.00	272500.00	206390.75	83058.00
31	677795.00	271805.00	206591.92	82846.16

* TEXAS STATE LAMBERT PROJECTION-SOUTH CENTRAL ZONE

¹ See pocket at the back of this publication.

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RELOCATION OF THE RIO GRANDE IN THE PRESIDIO-OJINAGA TRACTS
TABLE OF COORDINATES OF TRAVERSE POINTS

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PAGE 2 OF 3

STATION	COORDINATES IN FEET*		COORDINATES IN METERS*	
	NORTH	EAST	NORTH	EAST
32	678100.00	271890.00	206684.88	82872.07
33	678605.00	271815.00	206838.80	82849.21
34	678660.00	271580.00	206855.57	82777.58
35	678480.00	271345.00	206800.70	82705.96
36	678460.00	271095.00	206794.61	82629.76
37	678195.00	270915.00	206713.84	82574.89
38	678155.00	270725.00	206701.64	82516.98
39	678578.00	270455.00	206830.57	82434.68
40	678540.00	270225.00	206818.99	82364.58
41	678370.00	270120.00	206767.18	82332.58
42	678085.00	270310.00	206680.31	82390.49
43	677955.00	270260.00	206640.68	82375.25
44	677790.00	270000.00	206590.39	82296.00
45	677810.00	269705.00	206596.49	82206.08
46	678060.00	269455.00	206672.69	82129.88
47	678075.00	269310.00	206677.26	82085.69
48	677855.00	269100.00	206610.20	82021.68
49	677480.00	269045.00	206495.90	82004.92
50	676895.00	269175.00	206317.60	82044.54
51	676590.00	269435.00	206224.63	82123.79
52	676385.00	269820.00	206162.15	82241.14
53	676500.00	270360.00	206197.20	82405.73
54	676195.00	270500.00	206104.24	82448.40
55	676005.00	270435.00	206046.32	82428.59
56	675840.00	270155.00	205996.03	82343.24
57	675895.00	269305.00	206012.80	82084.16
58	676050.00	268390.00	206060.04	81805.27
59	676735.00	267710.00	206268.83	81598.01
60	677350.00	267585.00	206456.28	81559.91
61	677695.00	267730.00	206561.44	81604.10
62	678065.00	267550.00	206674.21	81549.24
63	678285.00	267090.00	206741.27	81409.03
64	678440.00	266930.00	206788.51	81360.26
65	678345.00	266725.00	206759.56	81297.78
66	678400.00	266630.00	206776.32	81268.82
67	678645.00	266630.00	206851.00	81268.82
68	679260.00	267260.00	207038.45	81460.85
69	679615.00	267930.00	207146.65	81665.06

* TEXAS STATE LAMBERT PROJECTION-SOUTH CENTRAL ZONE

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RELOCATION OF THE RIO GRANDE IN THE PRESIDIO-OJINAGA TRACTS
TABLE OF COORDINATES OF TRAVERSE POINTSTHIS TABLE FORMS A PART OF THE MAP "RELOCATION OF THE RIO GRANDE
IN THE PRESIDIO-OJINAGA TRACTS" DATED NOVEMBER 19, 1970.

PAGE 3 OF 3

STATION	COORDINATES IN FEET*		COORDINATES IN METERS*	
	NORTH	EAST	NORTH	EAST
70	679870.00	268265.00	207224.38	81767.17
71	680255.00	268225.00	207341.72	81754.98
72	680685.00	267725.00	207472.79	81602.58
73	681040.00	267050.00	207580.99	81396.84
74	681425.00	266185.00	207698.34	81133.19
75	681810.00	265875.00	207815.69	81038.70
76	682515.00	265785.00	208030.57	81011.27
77	683140.00	265920.00	208221.07	81052.42
78	683415.00	266105.00	208304.89	81108.80
79	683765.00	266020.00	208411.57	81082.90
80	683995.00	266070.00	208481.68	81098.14
81	684150.00	266335.00	208528.92	81178.91
82	684125.00	266605.00	208521.30	81261.20
83	684310.00	266990.00	208577.69	81378.55
84	684620.00	267165.00	208672.18	81431.89
85	684865.00	267215.00	208746.85	81447.13
86	685220.00	267200.00	208855.06	81442.56
87	685535.00	267105.00	208951.07	81413.60

AREA= 1606.19 ACRES 650.00 HECTARES

* TEXAS STATE LAMBERT PROJECTION-SOUTH CENTRAL ZONE

TIAS 7313

**

DESCRIPTION OF RELOCATION CHANNEL
OF THE RIO GRANDE IN THE PRESIDIO-OJINAGA TRACTS

THIS DESCRIPTION FORMS A PART OF THE MAP ENTITLED "RELOCATION OF THE RIO GRANDE IN THE PRESIDIO-OJINAGA TRACTS," DATED NOVEMBER 19, 1970.

The center of the new channel of the Rio Grande begins at Point 1, with coordinates North 685,722.00 feet and East 267,120.00 feet; thence 612.30 feet along a tangent bearing South $21^{\circ}55'48''$ East to Point 2, the beginning of a curve, with coordinates North 685,153.99 feet and East 267,348.68 feet; thence with a circular curve to the left with length of 1,563.19 feet and radius of 2,865.03 feet to Point 3, the end of curve, with coordinates North 683,930.16 feet and East 268,289.82 feet; thence 19,967.95 feet along a tangent bearing South $53^{\circ}11'28''$ East to Point 4, the beginning of a curve, with coordinates North 671,966.39 feet and East 284,276.90 feet; thence with a circular curve to the right with length of 1,298.64 feet and radius of 1,909.86 feet to Point 88, the end of curve with coordinates North 670,906.82 feet and East 284,983.87 feet; thence 1,611.29 feet along a tangent bearing South $14^{\circ}13'55''$ East to the end of relocation at Point 89 with coordinates North 669,344.98 feet and East 285,380.00 feet. The total length of the relocation of the Rio Grande is 25,053.38 feet.

Coordinates are on Texas State Lambert Projection, South Central Zone.

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RELOCATION OF THE RIO GRANDE UPSTREAM FROM HIDALGO-REYNOSA
TABLE OF COORDINATES OF TRAVERSE POINTS

THIS TABLE FORMS A PART OF THE MAP "RELOCATION OF THE RIO GRANDE
UPSTREAM FROM HIDALGO-REYNOSA" DATED NOVEMBER 19, 1970. [1]

STATION	COORDINATES IN FEET*		COORDINATES IN METERS*	
	SOUTH	EAST	SOUTH	EAST
1	104809.98	234477.37	31946.08	71468.70
2	103806.50	233463.13	31640.22	71159.56
3	102484.42	233268.94	31237.25	71100.37
4	101437.77	233403.03	30918.23	71141.24
5	100994.62	233865.43	30783.16	71282.18
6	100971.30	234672.51	30776.05	71528.18
7	102535.54	236307.09	31252.83	72026.40
8	103224.31	236789.71	31462.77	72173.50
9	103352.07	237209.72	31501.71	72301.52
10	103896.59	237413.36	31667.68	72363.59
11	103919.16	238263.10	31674.56	72622.59
12	103289.65	238679.47	31482.50	72749.50
13	102093.83	238898.47	31118.20	72816.25
14	101228.55	238947.58	30854.46	72831.22
15	100765.78	239311.56	30713.41	72942.16
16	100453.88	239806.83	30618.34	73093.12
17	100483.11	240463.00	30627.25	73293.12
18	101014.31	241132.52	30789.16	73497.19
19	101998.46	241339.64	31089.13	73560.32
20	102903.97	241353.16	31365.13	73564.44
21	104901.94	241531.24	31974.11	73618.72
22	105534.91	242063.03	32167.04	73780.81
23	104070.28	237869.43	31720.62	72502.60
24	105695.54	234563.66	32216.00	71495.00

AREA= 481.68 ACRES 194.93 HECTARES

* COORDINATES WITH ORIGIN AT R.P. E, ROMA, TEXAS

¹ See pocket at the back of this publication.

TIAS 7313

DESCRIPTION OF RELOCATION CHANNEL
OF THE RIO GRANDE UPSTREAM FROM HIDALGO-REYNOSA

THIS DESCRIPTION FORMS A PART OF THE MAP ENTITLED "RELOCATION OF THE RIO GRANDE UPSTREAM FROM HIDALGO-REYNOSA," DATED NOVEMBER 19, 1970.

The center of the new channel of the Rio Grande begins at Point 24, the beginning of a curve, with coordinates South 105,695.54 feet and East 234,563.66 feet; thence northeasterly with a circular curve to the right with length of 4,100.07 feet and radius of 2,585.30 feet to Point 23, the end of curve with coordinates South 104,070.28 feet and East 237,869.43 feet; thence 4,442.00 feet along a tangent bearing South 70°44'52" East, to Point 22, the end of relocation with coordinates South 105,534.91 feet and East 242,063.03 feet. The total length of the relocation of the Rio Grande is 8,542.07 feet.

Coordinates with origin at Reference Point "E," Roma, Texas.

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RELOCATION OF RIO GRANDE DOWNSTREAM FROM PRESIDIO-OJINAGA
TABLE OF COORDINATES OF TRAVERSE POINTS

THIS TABLE FORMS A PART OF THE MAP "RELOCATION OF THE RIO GRANDE
DOWNSTREAM FROM PRESIDIO-OJINAGA" DATED NOVEMBER 19, 1970. [1]

TRACT NO. 1

STATION	COORDINATES IN FEET*		COORDINATES IN METERS*	
	NORTH	EAST	NORTH	EAST
1	665605.00	285825.00	202876.40	87119.46
2	664761.06	286564.60	202619.17	87344.89
3	664590.00	286410.00	202567.03	87297.77
4	664615.00	286215.00	202574.65	87238.33
5	664895.00	285850.00	202660.00	87127.08
6	665435.00	285855.00	202824.59	87128.60

AREA= 7.75 ACRES 3.13 HECTARES

TRACT NO. 2

STATION	COORDINATES IN FEET*		COORDINATES IN METERS*	
	NORTH	EAST	NORTH	EAST
2	664761.06	286564.60	202619.17	87344.89
7	664850.00	286645.00	202646.28	87369.40
8	665000.00	286720.00	202692.00	87392.26
9	665085.00	287085.00	202717.91	87503.51
10	664845.00	287525.00	202644.76	87637.62
11	664925.00	288005.00	202669.14	87783.92
12	665100.00	288350.00	202722.48	87889.08
13	665070.00	288620.00	202713.34	87971.38
14	664900.00	288880.00	202661.52	88050.62
15	664580.00	289115.00	202563.98	88122.25
16	664295.00	289235.00	202477.12	88158.83
17	663965.00	289270.00	202376.53	88169.50
18	663435.00	289105.00	202214.99	88119.20
19	662920.00	289085.00	202058.02	88113.11
20	662423.33	288613.33	201906.63	87969.34

AREA= 92.32 ACRES 37.36 HECTARES

TRACT NO. 3

STATION	COORDINATES IN FEET*		COORDINATES IN METERS*	
	NORTH	EAST	NORTH	EAST
20	662423.33	288613.33	201906.63	87969.34
21	661189.21	289694.89	201530.47	88299.00
22	660799.56	290604.80	201411.71	88576.34
23	660264.94	290109.83	201248.75	88425.48
24	660270.00	289300.00	201250.30	88178.64
25	660910.00	288450.00	201445.37	87919.56
26	661140.00	288350.00	201515.47	87889.08
27	661835.00	288320.00	201727.31	87879.94
28	662255.00	288445.00	201855.32	87918.04

AREA= 52.90 ACRES 21.41 HECTARES

* TEXAS STATE LAMBERT PROJECTION-SOUTH CENTRAL ZONE

¹ See pocket at the back of this publication.

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RELOCATION OF RIO GRANDE DOWNSTREAM FROM PRESIDIO-OJINAGA
TABLE OF COORDINATES OF TRAVERSE POINTS

THIS TABLE FORMS A PART OF THE MAP "RELOCATION OF THE RIO GRANDE
DOWNSTREAM FROM PRESIDIO-OJINAGA" DATED NOVEMBER 19, 1970.

TRACT NO. 4

STATION	COORDINATES IN FEET*		COORDINATES IN METERS*	
	NORTH	EAST	NORTH	EAST
1	660520.00	293290.00	201326.50	89394.79
2	658580.00	295095.00	200735.18	89944.96
3	658700.00	294890.00	200771.76	89882.47
4	658770.00	294230.00	200793.10	89681.30
5	658865.00	293910.00	200822.05	89583.77
6	659155.00	293675.00	200910.44	89512.14
7	659810.00	293640.00	201110.09	89501.47
8	660000.00	293590.00	201168.00	89486.23
9	660290.00	293475.00	201256.39	89451.18

AREA= 19.37 ACRES 7.84 HECTARES

TRACT NO. 5

STATION	COORDINATES IN FEET*		COORDINATES IN METERS*	
	NORTH	EAST	NORTH	EAST
1	658023.27	295604.35	200565.49	90100.21
2	657910.00	295800.00	200530.97	90159.84
3	657850.00	296080.00	200512.68	90245.18
4	657855.00	296395.00	200514.20	90341.20
5	658075.00	296735.00	200581.26	90444.83
6	658740.00	297025.00	200783.95	90533.22
7	659040.00	297035.00	200875.39	90536.27
8	659330.00	296800.00	200963.78	90464.64
9	659640.00	296925.00	201058.27	90502.74
10	659780.00	297115.00	201100.94	90560.65
11	659740.00	297340.00	201088.75	90629.23
12	659545.00	297990.00	201029.32	90827.35
13	659390.00	298230.00	200982.07	90900.50
14	658860.00	298530.00	200820.53	90991.94
15	658080.00	298795.00	200582.78	91072.72
16	657495.00	298730.00	200404.48	91052.90
17	656635.00	298220.00	200142.35	90897.46
18	656045.00	298295.00	199962.52	90920.32
19	655839.23	298291.44	199899.80	90919.23

AREA= 132.78 ACRES 53.73 HECTARES

* TEXAS STATE LAMBERT PROJECTION-SOUTH CENTRAL ZONE

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RELOCATION OF RIO GRANDE DOWNSTREAM FROM PRESIDIO-OJINAGA
TABLE OF COORDINATES OF TRAVERSE POINTSTHIS TABLE FORMS A PART OF THE MAP "RELOCATION OF THE RIO GRANDE
DOWNSTREAM FROM PRESIDIO-OJINAGA" DATED NOVEMBER 19, 1970.

TRACT NO. 6

STATION	COORDINATES IN FEET*		COORDINATES IN METERS*	
	NORTH	EAST	NORTH	EAST
19	655839.23	298291.44	199899.80	90919.23
20	654984.90	299342.59	199639.39	91239.62
21	654910.00	299165.00	199616.57	91185.49
22	654905.00	298905.00	199615.04	91106.24
23	655100.00	298515.00	199674.48	90987.37
24	655460.00	298285.00	199784.21	90917.27

AREA= 9.31 ACRES 3.77 HECTARES

TRACT NO. 7

STATION	COORDINATES IN FEET*		COORDINATES IN METERS*	
	NORTH	EAST	NORTH	EAST
20	654984.90	299342.59	199639.39	91239.62
25	655180.00	299805.00	199698.86	91380.56
26	654935.00	300705.00	199624.19	91654.88
27	655035.00	301010.00	199654.67	91747.85
28	655036.94	301221.92	199655.26	91812.44
29	654571.94	302496.92	199513.53	92201.06
30	654255.00	302825.00	199416.92	92301.06
31	653860.00	303040.00	199296.53	92366.59
32	653585.00	303110.00	199212.71	92387.93
33	653120.00	303110.00	199070.98	92387.93
34	652275.00	302920.00	198813.42	92330.02
35	651982.00	303037.11	198724.11	92365.71

AREA= 116.23 ACRES 47.04 HECTARES

* TEXAS STATE LAMBERT PROJECTION-SOUTH CENTRAL ZONE

TIAS 7313

**

DESCRIPTION OF RELOCATION CHANNEL
OF THE RIO GRANDE DOWNSTREAM FROM PRESIDIO-OJINAGA

THESE DESCRIPTIONS FORM A PART OF THE MAP ENTITLED "RELOCATION OF THE RIO GRANDE DOWNSTREAM FROM PRESIDIO-OJINAGA," DATED NOVEMBER 19, 1970.

TRACTS 1, 2 and 3

The center of the new channel of the Rio Grande begins at Point 1, with coordinates North 665,605.00 feet and East 285,825.00 feet; thence 5,871.56 feet along a tangent bearing South $41^{\circ}13'50''$ East to Point 21, the beginning of a curve, with coordinates North 661,189.21 feet and East 289,694.89 feet; thence with a circular curve to the left with length of 1,023.51 feet and radius of 1,145.92 feet to Point 22, the end of curve and relocation, with coordinates North 660,799.56 feet and East 290,604.80 feet. The total length of the relocation of the Rio Grande is 6,895.07 feet.

TRACT 4

The center of the new channel of the Rio Grande begins at Point 1, with coordinates North 660,520.00 feet and East 293,290.00 feet; thence 2,649.84 feet along a tangent bearing South $42^{\circ}56'08''$ East to Point 2, the end of relocation with coordinates North 658,580.00 feet and East 295,095.00 feet.

TRACTS 5, 6 and 7

The center of the new channel of the Rio Grande begins at Point 1, with coordinates North 658,023.27 feet and East 295,604.35 feet; thence 9,578.25 feet along a tangent bearing South $50^{\circ}53'46''$ East to Point 35, the end of relocation with coordinates North 651,982.00 feet and East 303,037.11 feet.

The total length of the three reaches of the relocations of the Rio Grande is 19,123.16 feet.

Coordinates are on Texas State Lambert Projection, South Central Zone.

TRATADO PARA RESOLVER LAS DIFERENCIAS
FRONTERIZAS PENDIENTES Y PARA MANTENER A LOS RIOS BRAVO Y
COLORADO COMO LA FRONTERA INTERNACIONAL ENTRE LOS
ESTADOS UNIDOS DE AMERICA
Y LOS ESTADOS UNIDOS MEXICANOS.

Los Estados Unidos de América y los Estados Unidos Mexicanos,

Animados por un espíritu de estrecha amistad y mutuo respeto y con el deseo de:

Resolver todas las diferencias limítrofes pendientes entre los dos países,

Restituir al Río Bravo su carácter de frontera internacional en los tramos en donde lo haya perdido y conservar a los ríos Bravo y Colorado el carácter de fronteras internacionales que les señalan los Tratados de Límites en vigor,

Reducir al mínimo los cambios en los cauces de estos ríos y en caso de que estos cambios ocurran, procurar resolver los problemas que surjan, pronta y equitativamente,

Resolver los problemas relacionados con la soberanía sobre las islas que existen o puedan existir en el Río Bravo,

Y, finalmente, considerando que interesa a ambos países delimitar claramente sus fronteras marítimas en el Golfo de México

y en el Océano Pacífico.

Han resuelto celebrar este Tratado acerca de sus fronteras fluviales y marítimas y a tal propósito han nombrado sus Plenipotenciarios:

El Presidente de los Estados Unidos de América al señor Robert H. McBride, Embajador de los Estados Unidos de América en México, y

El Presidente de los Estados Unidos Mexicanos al señor licenciado Antonio Carrillo Flores, Secretario de Relaciones Exteriores,

Quienes, habiéndose comunicado sus respectivos Plenos Poderes, que se encontraron en buena y debida forma, han convenido lo siguiente:

Artículo I

Con el fin de resolver los casos limítrofes pendientes de los Cortes de Presidio-Ojinaga, del Corte del Horcón, de la Isla de Morteritos y de las islas, en los que terrenos de uno de los Estados contratantes han quedado localizados a la margen opuesta del Río Bravo, y para restituir a este Río como límite internacional, los Estados Unidos y México han decidido modificar la posición del Río Bravo en algunos tramos, de acuerdo con las siguientes disposiciones:

A. Cambiar de localización un tramo del cauce del Río Bravo en la zona de los Cortes de Presidio-Ojinaga, de manera que se

transfiera del norte al sur del Río Bravo una superficie de 1606.19 acres (650 hectáreas). Esta relocalización se llevará al cabo de manera que el centro del nuevo cauce siga el alineamiento que muestra el plano de la Comisión Internacional de Límites y Aguas entre México y Estados Unidos (la que en adelante se mencionará como la "Comisión"), titulado Relocalización del Río Bravo en los Cortes de Ojinaga-Presidio, que se anexa y forma parte de este Tratado.

B. Cambiar de localización el cauce del Río Bravo aguas arriba y cerca de Hidalgo-Reynosa, de manera que se transfiera del sur al norte del Río Bravo una superficie de 481.68 acres (194.93 hectáreas). Esta relocalización se llevará al cabo de manera que el centro del cauce rectificado siga el alineamiento que muestra el plano de la Comisión, titulado Relocalización del Río Bravo aguas arriba de Reynosa-Hidalgo que se anexa y forma parte de este Tratado.

C. Cambiar de localización el cauce del Río Bravo aguas abajo y cerca de Presidio-Ojinaga, de manera que se transfiera del sur al norte del Río Bravo una superficie de 252 acres (101.98 hectáreas). Esta relocalización se llevará al cabo de manera que el centro del cauce rectificado siga el alineamiento que muestra el plano de la Comisión, titulado Relocalización del Río Bravo aguas abajo de Ojinaga-Presidio, que se anexa y forma parte de este Tratado.

D. Una vez que este Tratado haya entrado en vigor y que haya sido promulgada la legislación necesaria para ejecutarlo, los dos Gobiernos, sobre la base de una recomendación de la Comisión, de-

terminarán el plazo apropiado para que cada uno de ellos efectúe las siguientes operaciones:

(1) La adquisición, de conformidad con sus leyes, de los terrenos que serán transferidos al otro y de los necesarios para los derechos de vía de los nuevos cauces del río;

(2) La desocupación ordenada de los residentes en los terrenos a que se hace referencia en el inciso D (1) de este Artículo lo.

E. Los cambios de localización del Río Bravo a que se refieren los incisos A, B y C de este Artículo, serán ejecutados por la Comisión tan pronto como sea práctico, de acuerdo con los planes de ingeniería que ella recomiende y aprueben los dos Gobiernos. El costo de estos cambios de localización se dividirá por igual entre los dos Gobiernos, mediante una distribución de trabajos conveniente que recomiende la Comisión en los mismos planos de ingeniería.

F. En la fecha en que los dos Gobiernos aprueben el Acta de la Comisión por la que se confirme que han sido terminadas las relocalizaciones del cauce del Río Bravo, estipuladas en los incisos A, B y C de este Artículo, se efectuará en cada caso el cambio de localización del límite internacional y el centro de los nuevos cauces del Río Bravo y de los cauces actuales al norte del Corte del Horcón y de la Isla de Morteritos pasarán a ser límite internacional, y consecuentemente tendrán lugar los siguientes ajustes territoriales:

(1) Por la rectificación a que se refiere el inciso A de este Artículo, pasarán del norte al sur del Río Bravo, dentro del territorio de México, 1606.19 acres (650 hectáreas) en los Cortes de Presidio-Ojinaga.

(2) Por la rectificación a que se refiere el inciso B de este Artículo, pasarán del sur al norte del Río Bravo 481.68 acres (194.93 hectáreas) para formar parte del territorio de los Estados Unidos. Esta transferencia obedece a que el Corte del Horcón y la Isla de Morteritos, localizados al sur del Río Bravo con una extensión conjunta total de 481.68 acres (194.93 hectáreas), ahora bajo la soberanía de los Estados Unidos, pasarán a formar parte del territorio de México.

(3) Por la rectificación a que se refiere el inciso C de este Artículo, pasarán del sur al norte del Río Bravo 252 acres (101.98 hectáreas) para formar parte del territorio de los Estados Unidos. Esta transferencia obedece al hecho de que, al adoptarse el nuevo límite internacional de acuerdo con el Artículo II de este Tratado, México recibirá un mayor número y una mayor superficie de islas que los Estados Unidos.

Artículo II

Con el fin de resolver incertidumbres relativas a la soberanía sobre las islas y de restituir al Río Bravo su carácter de límite internacional, en los sitios donde lo haya perdido, entre el Golfo de México y su intersección con la línea divisoria terrestre,

los Estados contratantes convienen en que:

A. Excepción hecha de lo dispuesto por los Artículos I (F), III (B) y III (C) de este Tratado, a partir de la fecha en que el mismo entre en vigor, en los tramos limítrofes del Río Bravo y del Río Colorado, el límite internacional entre Estados Unidos y México correrá por el centro del cauce ocupado por el escurrimiento normal, y en donde cualquiera de los ríos tenga dos o más cauces, por el centro del cauce que tenga la mayor anchura promedio en su longitud, para el escurrimiento normal, y en lo sucesivo este límite internacional determinará la soberanía de las tierras a uno y otro lado de él, independientemente de la soberanía previa que hayan tenido esas tierras.

B. Para los propósitos de este Tratado, en cada caso la Comisión determinará los escurrimientos normales, que excluirán los escurrimientos de avenidas, y las anchuras promedio, a que se refiere el inciso anterior de este Artículo.

C. La Comisión, con base en los levantamientos que llevará al cabo tan pronto como sea práctico, trazará el límite internacional, con la precisión requerida, en mapas o en mosaicos aerofotográficos del Río Bravo y del Río Colorado. En lo futuro la Comisión llevará al cabo levantamientos con la frecuencia que considere justificada, pero en cualquier caso a intervalos no mayores de diez años y hará constar la posición del límite internacional en mapas apropiados. Cada uno de los dos Gobiernos cubrirá la mitad de los

costos y otros gastos que determine la Comisión y aprueben los dos Gobiernos, para los levantamientos y dibujos relativos a las fronteras.

Artículo III

Para reducir al mínimo los problemas originados por futuros cambios en los cauces limítrofes del Río Bravo y del Río Colorado, los Estados contratantes convienen en que:

A. Cuando el Río Bravo o el Río Colorado se muevan lateralmente erosionando una de sus márgenes y depositando aluvión en la opuesta, el límite internacional continuará siguiendo el centro del cauce ocupado por el escurrimiento normal o, en donde haya dos o más cauces, seguirá por el centro del que tenga la mayor anchura promedio en su longitud, para el escurrimiento normal.

B. (1) Cuando el Río Bravo o el Río Colorado, por movimientos diferentes a los descritos en el inciso A de este Artículo, segregue de un Estado contratante una porción de territorio, que podría incluir islas o estar formada de ellas, de no más de 617.76 acres (250 hectáreas) y con una población establecida de no más de 100 habitantes, el Estado contratante del que haya sido segregada la porción de territorio tendrá el derecho de restituir al río a su posición anterior y notificará al otro Estado contratante, por medio de la Comisión y en la fecha más próxima que sea posible, si se propone o no restituir al río a su posición anterior; entendido que dicha restitución habrá de hacerla a sus expensas y dentro de un período de tres años, contados desde la fecha en que la Comisión reco-

nozca la segregación; pero si tal restitución hubiera sido iniciada y no terminada dentro del período de tres años, la Comisión, con la aprobación de ambos Gobiernos, podrá ampliarlo en un año. La línea divisoria permanecerá en su ubicación anterior durante los períodos aquí previstos para la restitución del río, no obstante lo dispuesto por el Artículo II (A) de este Tratado.

(2) Si al término de los períodos aquí previstos el río no ha sido restituido a su posición anterior, el límite internacional se fijará de acuerdo con lo estipulado por el inciso A del Artículo II de este Tratado y la soberanía sobre la porción de territorio segregada corresponderá, a partir de esa fecha, al Estado contratante en cuyo lado del río quede entonces localizada la porción segregada. En el caso de que el Estado contratante, de cuyo territorio haya sido segregada la porción, notificara al otro Estado contratante su propósito de no restaurar al río a su posición anterior, el límite internacional se fijará de acuerdo con lo estipulado por el inciso A del Artículo II de este Tratado, y la soberanía sobre la porción segregada cambiará a partir de la fecha en que se haga la notificación por conducto de la Comisión.

(3) Cuando una porción de territorio pase de la soberanía de un Estado contratante a la del otro, conforme al inciso B (2) de este Artículo, su área será reconocida y registrada por la Comisión como un crédito a favor del Estado contratante del cual se haya segregado, para su compensación posterior con una área igual, en una segregación natural de una porción del otro Estado contratante que no

sea restituida o en una rectificación futura que recomiende la Comisión y aprueben los dos Gobiernos para el mismo río. Los costos de tales rectificaciones se dividirán por mitad entre los Estados contratantes y, al ser terminadas, el centro de los nuevos cauces pasará a ser el límite internacional y la Comisión cancelará el crédito correspondiente.

C. Cuando el Río Bravo o el Río Colorado, por movimientos diferentes a los que prevé el inciso A de este Artículo, segregue de un Estado contratante una porción de territorio, que podría incluir islas o estar formada de ellas, que tenga una superficie de más de 617.76 acres (250 hectáreas) o una población establecida de más de 100 habitantes, el límite internacional permanecerá en su localización anterior y la soberanía de la porción de territorio segregada no cambiará, a pesar de lo dispuesto por el Artículo II (A) de este Tratado. En estos casos la Comisión restituirá al río a su cauce anterior tan pronto como sea práctico, dividiendo los costos por mitad entre los Estados contratantes. Como un procedimiento alternativo, la Comisión, con la aprobación de los dos Gobiernos, podrá rectificar el cauce del río en el mismo tramo de la segregación, de manera de transferir al Estado contratante del cual fue segregada la porción de territorio una superficie igual. Los costos de estas rectificaciones se dividirán por mitad entre los dos Gobiernos y, al ser terminadas, el centro de los nuevos cauces será el límite internacional, según se define en el Artículo II (A) de este Tratado.

D. Los Comisionados se intercambiarán toda la información que

llegue a su conocimiento acerca de cualquier segregación de territorio, posible o existente, a que se refieren los incisos B y C de este Artículo. La Comisión hará, con toda oportunidad, los levantamientos e investigaciones necesarios en todos los casos de segregación y determinará, de acuerdo con lo estipulado en los incisos B y C de este Artículo, a qué tipo de segregación corresponde la ocurrida.

E. En tanto se efectúan cualesquiera cambios en la soberanía derivados de la aplicación de los incisos B o C del presente Artículo, cada Estado contratante concederá a los nacionales del otro las facilidades de tránsito que puedan ser necesarias a través de su territorio, para permitir el uso y goce de las porciones segregadas como antes de la segregación, incluyendo la exención de impuestos aduanales y de procedimientos migratorios que pudieran ser necesarios.

F. Cuando, en los tramos limítrofes del Río Bravo y del Río Colorado, una parte del cauce pierda su condición de frontera temporalmente, por los cambios previstos en los incisos B y C de este Artículo, no se modificará el carácter internacional del uso y consumo de sus aguas, en el orden que establece el Artículo 3 del Tratado de 3 de febrero de 1944.

Artículo IV

Con el fin de reducir a un mínimo los desalojamientos de los cauces del Río Bravo y del Río Colorado, en sus tramos limítrofes,

y los problemas que originaría la segregación de porciones de territorio, los Estados contratantes convienen en que:

A. Cada Estado contratante, en los tramos limítrofes del Río Bravo y del Río Colorado, puede proteger su margen contra la erosión y, donde cualquiera de los ríos tenga más de un cauce, puede construir obras en el cauce o cauces que estén totalmente comprendidos dentro de su territorio a fin de conservar su carácter al cauce limítrofe, siempre y cuando, a juicio de la Comisión, los trabajos que hayan de realizarse, con base en este inciso, no afecten adversamente al otro Estado contratante por la desviación u obstrucción de la corriente normal del río o de sus avenidas.

B. (1) Tanto en el cauce principal del río como en las tierras adyacentes, hasta una distancia a cada lado del límite internacional que recomiende la Comisión y aprueben los dos Gobiernos, cada Estado contratante deberá prohibir la construcción de obras en su territorio que, a juicio de la Comisión, puedan causar desviación u obstrucción de la corriente normal del río o de sus avenidas.

(2) Si la Comisión llegare a determinar que cualquiera de las obras construidas por uno de los dos Estados contratantes en el cauce del río o en su territorio, causa tales efectos adversos en el territorio del otro Estado contratante, el Gobierno del Estado contratante que haya construido tal obra deberá removerla o modificarla y, según acuerdo de la Comisión, deberá reparar o compensar los daños que haya sufrido el otro Estado contratante.

C. (1) La Comisión deberá recomendar a los dos Gobiernos la ejecución de obras que considere convenientes y prácticas para el mejoramiento y estabilización de los cauces del Río Bravo y del Río Colorado en sus tramos limítrofes; incluyendo, entre otras, las siguientes medidas: desmontes, excavaciones en el cauce, protección de márgenes y rectificaciones. La Comisión deberá incluir en sus recomendaciones una estimación de costos para la construcción, operación y mantenimiento de las obras y una proposición para subdividir los trabajos y costos entre los Estados contratantes.

(2) Tan pronto como sea práctico, después de que los dos Gobiernos aprueben las recomendaciones de la Comisión, cada uno de los Estados contratantes deberá ejecutar, a sus expensas, la parte que le corresponda en los trabajos de construcción, operación y mantenimiento a que se refiere el inciso C (1) de este Artículo.

Artículo V

Los Estados contratantes están de acuerdo en establecer y reconocer sus límites marítimos en el Golfo de México y en el Océano Pacífico de acuerdo con las siguientes disposiciones:

A. El límite marítimo internacional en el Golfo de México se iniciará en el centro de la desembocadura del Río Bravo, donde quiera que ella esté localizada; de ahí correrá en línea recta hasta un punto fijo, de coordenadas 25° 57' 22.18" latitud norte y 97° 8' 19.76" longitud oeste, situado mar adentro a 610 metros de la costa, aproximadamente; de este punto fijo la línea divisoria marítima se-

guirá mar adentro por una línea recta cuyo trazo corresponderá a una simplificación práctica de la línea dibujada de acuerdo con el principio de equidistancia establecido en los Artículos 12 y 24 de la Convención de Ginebra sobre el Mar Territorial y la Zona Contigua. Esta línea se extenderá en el Golfo de México hasta una distancia de 12 millas náuticas de las líneas de base empleadas para su trazo. El límite marítimo internacional en el Golfo de México se reconocerá de acuerdo con el plano titulado Límite Marítimo Internacional en el Golfo de México, que elaborará la Comisión siguiendo la descripción anterior y que, aprobado por los Gobiernos, se anexará y formará parte de este Tratado.

B. El límite marítimo internacional en el Océano Pacífico se iniciará en el extremo occidental de la frontera terrestre; de ahí correrá mar adentro por una línea cuyo trazo corresponderá a una simplificación práctica, mediante una serie de rectas, de la línea dibujada de acuerdo con el principio de equidistancia establecido en los Artículos 12 y 24 de la Convención de Ginebra sobre el Mar Territorial y la Zona Contigua. Esta línea se prolongará mar adentro hasta una distancia de 12 millas náuticas de las líneas de base empleadas para su trazo a lo largo de las costas del continente y de las islas de los Estados contratantes. El límite marítimo internacional en el Océano Pacífico se reconocerá de acuerdo con el plano titulado Límite Marítimo Internacional en el Océano Pacífico, que elaborará la Comisión siguiendo la descripción anterior y que, aprobado por los Gobiernos, se anexará y formará parte de este Tratado.

C. Estas líneas divisorias marítimas, tal como aparecerán trazadas en los planos de la Comisión, titulados Límite Marítimo Internacional en el Golfo de México y Límite Marítimo Internacional en el Océano Pacífico, se reconocerán a partir de la fecha en que este Tratado entre en vigor. Representarán permanentemente las líneas divisorias marítimas entre los Estados contratantes; los Estados Unidos al sur de estas líneas y México al norte de ellas, no reclamarán ni ejercerán para ningún propósito soberanía, derechos de soberanía o jurisdicción sobre las aguas, el espacio aéreo, o el lecho y subsuelo marítimos. Una vez reconocidas, estas nuevas líneas divisorias sustituirán y remplazarán las fronteras marítimas provisionales a que se refiere el Acta No. 229 de la Comisión.

D. El establecimiento de estas nuevas líneas divisorias marítimas no afectará o perjudicará, de manera alguna, las posiciones de ninguno de los Estados contratantes respecto a la extensión de las aguas interiores, del mar territorial, o de los derechos de soberanía o de la jurisdicción para cualquier otro propósito.

E. La Comisión recomendará los medios para señalar físicamente las fronteras marítimas así como la distribución de los trabajos para la construcción y el mantenimiento de las señales. Una vez aprobadas estas recomendaciones por los dos Gobiernos, la Comisión construirá y mantendrá las señales cuyo costo se dividirá por igual entre los Estados contratantes.

Artículo VI

A. Los terrenos y mejoras que, al cambiarse de localiza-

ción el límite internacional por disposiciones de los Artículos I, III y IV de este Tratado, sean transferidos de un Estado contratante al otro, pasarán al Estado contratante respectivo en plena propiedad, libres de títulos de propiedad privada y limitaciones al dominio o gravámenes de cualquiera clase; la compensación a los propietarios de los terrenos que hayan de ser transferidos será responsabilidad del Estado contratante que los entrega. No se efectuarán pagos entre los dos Gobiernos por el valor de los terrenos y mejoras que se transfieran de un Estado contratante al otro como resultado del cambio de localización del límite internacional.

B. Los cambios de localización del límite internacional y las transferencias de porciones de territorio o cualquiera otra disposición de este Tratado, no afectarán de ninguna manera:

(1) La situación legal por lo que respecta a las leyes de nacionalidad, de las personas que actualmente residen o con anterioridad han residido en las porciones de territorio transferidas;

(2) La jurisdicción sobre procedimientos judiciales, de carácter civil o criminal, pendientes en la fecha en que se efectúe el cambio de localización o resueltos con anterioridad a esa fecha;

(3) La jurisdicción sobre actos u omisiones ocurridos en dichas porciones de territorio o en relación con ellas, anteriores a su transferencia;

(4) La ley o leyes aplicables a los actos u omisiones a

que se hace referencia en el inciso B (3) de este Artículo.

C. (1) Todos los materiales, implementos, equipos y refacciones destinados a la construcción, operación y mantenimiento de las obras requeridas para cumplir las disposiciones de este Tratado, quedarán exceptuados de impuestos para su importación y exportación, para lo cual cada Sección de la Comisión proporcionará certificados de verificación para los materiales, implementos, equipos y refacciones destinados a dichas obras.

(2) El personal empleado directa o indirectamente en la construcción, operación o mantenimiento de las obras requeridas para cumplir las disposiciones de este Tratado, podrá pasar libremente de un país al otro, con objeto de ir al lugar de esas obras o regresar de él, sin restricciones de migración, pasaporte, o requisitos de trabajo, para lo cual cada Sección de la Comisión proporcionará una identificación adecuada al personal empleado por la misma en las mencionadas obras.

Artículo VII

La línea divisoria sobre los puentes internacionales que crucen el Río Bravo o el Río Colorado, se señalará mediante un monumento apropiado que esté exactamente sobre el límite internacional que determine este Tratado, en el momento de hacer el señalamiento. Cuando a juicio de la Comisión las variaciones del límite internacional ameriten que sea relocalizado el monumento de cualquier puente, así lo recomendará a los dos Gobiernos y con la aprobación

de éstos podrá proceder a la reinstalación. Este monumento señalará la línea divisoria para todos los propósitos de dicho puente. Cualesquiera derechos distintos de los relativos al puente mismo se determinarán, en el caso de que ocurran cambios ulteriores, de conformidad con las disposiciones de este Tratado.

Artículo VIII

Los convenios que a continuación se mencionan terminarán al entrar en vigor el presente Tratado, sin perjuicio de cualquier derecho, título o interés adquirido conforme a los mismos, salvo lo que en otra forma se disponga en este Tratado con respecto a tal derecho, título o interés:

A. La Convención respecto de la Línea Divisoria entre los Dos Países, celebrada el 12 de noviembre de 1884;

B. La Convención de Eliminación de Bancos celebrada el 20 de marzo de 1905; y

C. En la medida en que sean incompatibles con el presente Tratado:

(1) El Artículo V del Tratado de Guadalupe Hidalgo, celebrado el 2 de febrero de 1848;

(2) El Artículo I del Tratado de Gadsden (Tratado de la Mesilla), celebrado el 30 de diciembre de 1853;

(3) El Artículo IV de la Convención para el Establecimiento

to de la Comisión Internacional de Límites, celebrado el 10. de mar_
zo de 1889; y

(4) El Artículo VI de la Convención para la Rectificación
del Río Bravo, celebrada el 10. de febrero de 1933; y

D. Cualquier otro Convenio, o parte del mismo, celebrado entre
los Estados Unidos de América y los Estados Unidos Mexicanos que sea
incompatible con el presente Tratado, hasta donde llegue esa incompatibili_
dad.

Artículo IX

El presente Tratado será ratificado de acuerdo con los procedi_
mientos constitucionales de cada uno de los Estados contratantes y los
instrumentos de ratificación canjeados en Washington, D. C., tan pronto
como sea posible. Entrará en vigor el día del canje de ratificaciones.

Hecho en la Ciudad de México, el día veintitrés de noviembre
de mil novecientos setenta, en inglés y español, siendo cada texto
igualmente auténtico.

Por los Estados Unidos
de América,


Robert H. McBride.

Por los Estados Unidos
Mexicanos,


Antonio Carrillo Flores.

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RELOCALIZACION DEL RIO BRAVO EN LOS CORTES DE OJINAGA-PRESIDIO.
TABLA DE COORDENADAS DE LA POLIGONAL.

ESTA TABLA FORMA PARTE DEL PLANO TITULADO "RELOCALIZACION DEL RIO BRAVO
EN LOS CORTES DE OJINAGA-PRESIDIO", FECHADO EL 19 DE NOVIEMBRE DE 1970.

PAGINA 1 DE 3

ESTACION	COORDENADAS EN METROS*		COORDENADAS EN PIES*	
	NORTE	ESTE	NORTE	ESTE
1	209008.07	81418.18	685722.00	267120.00
2	208834.94	81487.88	685153.99	267348.68
3	208461.91	81774.74	683930.16	268289.82
4	204815.36	86647.60	671966.39	284276.90
88	204492.40	86863.08	670906.82	284983.87
89	204016.35	86983.82	669344.98	285380.00
90	204132.18	86868.00	669725.00	285000.00
91	204163.89	86819.91	669829.03	284842.22
92	204216.00	86836.91	670000.00	284898.00
93	204327.99	86904.78	670367.41	285120.68
94	204374.50	86982.30	670520.00	285375.00
95	204453.74	86988.40	670780.00	285395.00
96	204517.61	86935.64	670989.54	285221.91
97	204569.57	86868.00	671160.00	285000.00
5	204593.28	86827.35	671237.80	284866.63
6	204609.19	86794.85	671290.00	284760.00
7	204648.82	86648.54	671420.00	284280.00
8	204638.15	86482.43	671385.00	283735.00
9	204564.92	86341.54	671144.75	283272.78
10	204581.76	85945.07	671200.00	281972.00
11	204459.46	85522.26	670798.76	280584.83
12	204725.02	85444.58	671670.00	280330.00
13	204720.44	85168.74	671655.00	279425.00
14	204744.83	85007.20	671735.00	278895.00
15	205095.35	84973.67	672885.00	278785.00
16	205257.16	84836.36	673415.87	278334.50
17	205605.89	84112.61	674560.00	275960.00
18	205726.28	83973.92	674955.00	275505.00
19	205663.80	83797.14	674750.00	274925.00
20	205860.40	83620.36	675395.00	274345.00
21	205956.41	83460.34	675710.00	273820.00
22	205804.01	83291.17	675210.00	273265.00
23	205910.69	83036.66	675560.00	272430.00
24	206049.37	83083.91	676015.00	272585.00
25	206079.85	83149.44	676115.00	272800.00
26	206040.23	83288.12	675985.00	273255.00
27	206073.76	83371.94	676095.00	273530.00
28	206229.20	83416.14	676605.00	273675.00
29	206201.77	83214.97	676515.00	273015.00
30	206390.75	83058.00	677135.00	272500.00
31	206591.92	82846.16	677795.00	271805.00

*COORDENADAS LAMBERT ZONA SUR CENTRAL DE TEXAS

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RELOCALIZACION DEL RIO BRAVO EN LOS CORTES DE OJINAGA-PRESIDIO.
TABLA DE COORDENADAS DE LA POLIGONAL.

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EN LOS CORTES DE OJINAGA-PRESIDIO", FECHADO EL 19 DE NOVIEMBRE DE 1970.

PAGINA 2 DE 3

ESTACION	COORDENADAS EN METROS*		COORDENADAS EN PIES*	
	NORTE	ESTE	NORTE	ESTE
32	206684.88	82872.07	678100.00	271890.00
33	206838.80	82849.21	678605.00	271815.00
34	206855.57	82777.58	678660.00	271580.00
35	206800.70	82705.96	678480.00	271345.00
36	206794.61	82629.76	678460.00	271095.00
37	206713.84	82574.89	678195.00	270915.00
38	206701.64	82516.98	678155.00	270725.00
39	206830.57	82434.68	678578.00	270455.00
40	206818.99	82364.58	678540.00	270225.00
41	206767.18	82332.58	678370.00	270120.00
42	206680.31	82390.49	678085.00	270310.00
43	206640.68	82375.25	677955.00	270260.00
44	206590.39	82296.00	677790.00	270000.00
45	206596.49	82206.08	677810.00	269705.00
46	206672.69	82129.88	678060.00	269455.00
47	206677.26	82085.69	678075.00	269310.00
48	206610.20	82021.68	677855.00	269100.00
49	206495.90	82004.92	677480.00	269045.00
50	206317.60	82044.54	676895.00	269175.00
51	206224.63	82123.79	676590.00	269435.00
52	206162.15	82241.14	676385.00	269820.00
53	206197.20	82405.73	676500.00	270360.00
54	206104.24	82448.40	676195.00	270500.00
55	206046.32	82428.59	676005.00	270435.00
56	205996.03	82343.24	675840.00	270155.00
57	206012.80	82084.16	675895.00	269305.00
58	206060.04	81805.27	676050.00	268390.00
59	206268.83	81598.01	676735.00	267710.00
60	206456.28	81559.91	677350.00	267535.00
61	206561.44	81604.10	677695.00	267730.00
62	206674.21	81549.24	678065.00	267550.00
63	206741.27	81409.03	678285.00	267090.00
64	206788.51	81360.26	678440.00	266930.00
65	206759.56	81297.78	678345.00	266725.00
66	206776.32	81268.82	678400.00	266630.00
67	206851.00	81268.82	678645.00	266630.00
68	207038.45	81460.85	679260.00	267260.00
69	207146.65	81665.06	679615.00	267930.00

*COORDENADAS LAMBERT ZONA SUR CENTRAL DE TEXAS

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RELOCALIZACION DEL RIO BRAVO EN LOS CORTES DE OJINAGA-PRESIDIO.
TABLA DE COORDENADAS DE LA POLIGONAL.ESTA TABLA FORMA PARTE DEL PLANO TITULADO "RELOCALIZACION DEL RIO BRAVO
EN LOS CORTES DE OJINAGA-PRESIDIO", FECHADO EL 19 DE NOVIEMBRE DE 1970.

PAGINA 3 DE 3

ESTACION	COORDENADAS EN METROS*		COORDENADAS EN PIES*	
	NORTE	ESTE	NORTE	ESTE
70	207224.38	81767.17	679870.00	268265.00
71	207341.72	81754.98	680255.00	268225.00
72	207472.79	81602.58	680685.00	267725.00
73	207580.99	81396.84	681040.00	267050.00
74	207698.34	81133.19	681425.00	266185.00
75	207815.69	81038.70	681810.00	265875.00
76	208030.57	81011.27	682515.00	265785.00
77	208221.07	81052.42	683140.00	265920.00
78	208304.89	81108.80	683415.00	266105.00
79	208411.57	81082.90	683765.00	266020.00
80	208481.68	81098.14	683995.00	266070.00
81	208528.92	81178.91	684150.00	266335.00
82	208521.30	81261.20	684125.00	266605.00
83	208577.69	81378.55	684310.00	266990.00
84	208672.18	81431.89	684620.00	267165.00
85	208746.85	81447.13	684865.00	267215.00
86	208855.06	81442.56	685220.00	267200.00
87	208951.07	81413.60	685535.00	267105.00

AREA= 650.00 HECTAREAS 1606.19 ACRES

*COORDENADAS LAMBERT ZONA SUR CENTRAL DE TEXAS

TIAS 7318

DESCRIPCION DE LA RELOCALIZACION DEL RIO BRAVO
EN LOS CORTES DE OJINAGA-PRESIDIO.

Esta descripción forma parte del plano titulado "Relocalización del Río Bravo en los Cortes de Ojinaga-Presidio", fechado el 19 de noviembre de 1970.

El centro del nuevo cauce del Río Bravo principia en el punto 1, de coordenadas Norte 209 008.07 metros y Este 81 418.18 metros, con una tangente de 186.63 metros de longitud y con rumbo S 21°55'48" E que llega al punto 2, de coordenadas Norte 208 834.94 metros y Este 81 487.88 metros; sigue con una curva circular a la izquierda de 476.46 metros de longitud y 873.26 metros de radio que llega al punto 3, de coordenadas Norte 208 461.91 metros y Este 81 774.74 metros; de ahí continúa con una tangente de 6 086.23 metros de longitud y con rumbo S 53°11'28" E que llega al punto 4, de coordenadas Norte 204 815.36 metros y Este 86 647.60 metros; del punto 4 sigue con una curva circular a la derecha de 395.83 metros de longitud y 582.13 metros de radio hasta el punto 88, de coordenadas Norte 204 492.40 metros y Este 86 863.08 metros; continúa con una tangente de 491.12 metros de longitud y con rumbo S 14°13'55" E para terminar en el punto 89, de coordenadas Norte 204 016.35 metros y Este 86 983.82 metros. La longitud total de la relocalización del Río es de 7 636.27 metros.

Coordenadas Lambert Zona Sur Central de Texas.

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RELOCALIZACION DEL RIO BRAVO AGUAS ARRIBA DE REYNOSA-HIDALGO.
TABLA DE COORDENADAS DE LA POLIGONAL

ESTA TABLA FORMA PARTE DEL PLANO TITULADO "RELOCALIZACION DEL RIO BRAVO AGUAS ARRIBA DE REYNOSA-HIDALGO", FECHADO EL 19 DE NOVIEMBRE DE 1970.

ESTACION	COORDENADAS EN METROS*		COORDENADAS EN PIES*	
	SUR	ESTE	SUR	ESTE
1	31946.08	71468.70	104809.98	234477.37
2	31640.22	71159.56	103806.50	233463.13
3	31237.25	71100.37	102484.42	233268.94
4	30918.23	71141.24	101437.77	233403.03
5	30783.16	71282.18	100994.62	233865.43
6	30776.05	71528.18	100971.30	234672.51
7	31252.83	72026.40	102535.54	236307.09
8	31462.77	72173.50	103224.31	236789.71
9	31501.71	72301.52	103352.07	237209.72
10	31667.68	72363.59	103896.59	237413.36
11	31674.56	72622.59	103919.16	238263.10
12	31482.50	72749.50	103289.05	238679.47
13	31118.20	72816.25	102093.83	238898.47
14	30854.46	72831.22	101228.55	238947.58
15	30713.41	72942.16	100765.78	239311.56
16	30618.34	73093.12	100453.88	239806.83
17	30627.25	73293.12	100483.11	240463.00
18	30789.16	73497.19	101014.31	241132.52
19	31089.13	73560.32	101998.46	241339.64
20	31365.13	73564.44	102903.97	241353.16
21	31974.11	73618.72	104901.94	241531.24
22	32167.04	73780.81	105534.91	242063.03
23	31720.62	72502.60	104070.28	237869.43
24	32216.00	71495.00	105695.54	234563.66

AREA= 194.93 HECTAREAS 481.68 ACRES

*COORDENADAS CON ORIGEN EN EL P.R."E" DE ROMA, TEXAS

TIAS 7313

DESCRIPCION DE LA RELOCALIZACION DEL RIO BRAVO
AGUAS ARRIBA DE REYNOSA-HIDALGO.

Esta descripción forma parte del plano titulado "Relocalización del Río Bravo aguas arriba de Reynosa-Hidalgo", fechado el 19 de noviembre de 1970.

El centro del nuevo cauce del Río Bravo principia en el punto 24, de coordenadas Sur 32 216.00 metros y Este 71 495.00 metros, con una curva circular a la derecha de 1 249.70 metros de longitud y 788.00 metros de radio que llega al punto 23, de coordenadas Sur 31 720.62 metros y Este 72 502.60 metros; de ahí continúa con una tangente de 1 353.92 metros de longitud y con rumbo S 70°44'52" E para terminar en el punto 22, de coordenadas Sur 32 167.04 metros y Este 73 780.81 metros. La longitud total de la relocalización del Río es de 2 603.62 metros.

Coordenadas con origen en el P.R. "E" de Roma, Tex.

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RELOCALIZACION DEL RIO BRAVO AGUAS ABAJO DE OJINAGA-PRESIDIO
TABLA DE COORDENADAS DE LAS POLIGONALES

ESTA TABLA FORMA PARTE DEL PLANO TITULADO "RELOCALIZACION DEL RIO BRAVO AGUAS ABAJO DE OJINAGA-PRESIDIO", FECHADO EL 19 DE NOVIEMBRE DE 1970.

PORCION NUM. 1

ESTACION	COORDENADAS EN METROS*		COORDENADAS EN PIES*	
	NORTE	ESTE	NORTE	ESTE
1	202876.40	87119.46	665605.00	285825.00
2	202619.17	87344.89	664761.06	286564.60
3	202567.03	87297.77	664590.00	286410.00
4	202574.65	87238.33	664615.00	286215.00
5	202660.00	87127.08	664895.00	285850.00
6	202824.59	87128.60	665435.00	285855.00

AREA= 3.13 HECTAREAS 7.75 ACRES

PORCION NUM. 2

ESTACION	COORDENADAS EN METROS*		COORDENADAS EN PIES*	
	NORTE	ESTE	NORTE	ESTE
2	202619.17	87344.89	664761.06	286564.60
7	202646.28	87369.40	664850.00	286645.00
8	202692.00	87392.26	665000.00	286720.00
9	202717.91	87503.51	665085.00	287085.00
10	202644.76	87637.62	664845.00	287525.00
11	202669.14	87783.92	664925.00	288005.00
12	202722.48	87889.08	665100.00	288350.00
13	202713.34	87971.38	665070.00	288620.00
14	202661.52	88050.62	664900.00	288880.00
15	202563.98	88122.25	664580.00	289115.00
16	202477.12	88158.83	664295.00	289235.00
17	202376.53	88169.50	663965.00	289270.00
18	202214.99	88119.20	663435.00	289105.00
19	202058.02	88113.11	662920.00	289085.00
20	201906.63	87969.34	662423.33	288613.33

AREA= 37.36 HECTAREAS 92.32 ACRES

PORCION NUM. 3

ESTACION	COORDENADAS EN METROS*		COORDENADAS EN PIES*	
	NORTE	ESTE	NORTE	ESTE
20	201906.63	87969.34	662423.33	288613.33
21	201530.47	88299.00	661189.21	289694.89
22	201411.71	88576.34	660799.56	290604.80
23	201248.75	88425.48	660264.94	290109.83
24	201250.30	88178.64	660270.00	289300.00
25	201445.37	87919.56	660910.00	288450.00
26	201515.47	87889.08	661140.00	288350.00
27	201727.31	87879.94	661835.00	288320.00
28	201855.32	87918.04	662255.00	288445.00

AREA= 21.41 HECTAREAS 52.90 ACRES

*COORDENADAS LAMBERT ZONA SUR CENTRAL DE TEXAS

TIAS 7313

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RELOCALIZACION DEL RIO BRAVO AGUAS ABAJO DE OJINAGA-PRESIDIO
TABLA DE COORDENADAS DE LAS POLIGONALES

ESTA TABLA FORMA PARTE DEL PLANO TITULADO "RELOCALIZACION DEL RIO BRAVO
AGUAS ABAJO DE OJINAGA-PRESIDIO" , FECHADO EL 19 DE NOVIEMBRE DE 1970.

PORCION NUM. 4

ESTACION	COORDENADAS EN METROS*		COORDENADAS EN PIES*	
	NORTE	ESTE	NORTE	ESTE
1	201326.50	89394.79	660520.00	293290.00
2	200735.18	89944.96	658580.00	295095.00
3	200771.76	89882.47	658700.00	294890.00
4	200793.10	89681.30	658770.00	294230.00
5	200822.05	89583.77	658865.00	293910.00
6	200910.44	89512.14	659155.00	293675.00
7	201110.09	89501.47	659810.00	293640.00
8	201168.00	89486.23	660000.00	293590.00
9	201256.39	89451.18	660290.00	293475.00

AREA= 7.84 HECTAREAS 19.37 ACRES

PORCION NUM. 5

ESTACION	COORDENADAS EN METROS*		COORDENADAS EN PIES*	
	NORTE	ESTE	NORTE	ESTE
1	200565.49	90100.21	658023.27	295604.35
2	200530.97	90159.84	657910.00	295800.00
3	200512.68	90245.18	657850.00	296080.00
4	200514.20	90341.20	657855.00	296395.00
5	200581.26	90444.83	658075.00	296735.00
6	200783.95	90533.22	658740.00	297025.00
7	200875.39	90536.27	659040.00	297035.00
8	200963.78	90464.64	659330.00	296800.00
9	201058.27	90502.74	659640.00	296925.00
10	201100.94	90560.65	659780.00	297115.00
11	201088.75	90629.23	659740.00	297340.00
12	201029.32	90827.35	659545.00	297990.00
13	200982.07	90900.50	659390.00	298230.00
14	200820.53	90991.94	658860.00	298530.00
15	200582.78	91072.72	658080.00	298795.00
16	200404.48	91052.90	657495.00	298730.00
17	200142.35	90897.46	656635.00	298220.00
18	199962.52	90920.32	656045.00	298295.00
19	199899.80	90919.23	655839.23	298291.44

AREA= 53.73 HECTAREAS 132.78 ACRES

*COORDENADAS LAMBERT ZONA SUR CENTRAL DE TEXAS

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RELOCALIZACION DEL RIO BRAVO AGUAS ABAJO DE OJINAGA-PRESIDIO
TABLA DE COORDENADAS DE LAS POLIGONALESESTA TABLA FORMA PARTE DEL PLANO TITULADO "RELOCALIZACION DEL RIO BRAVO
AGUAS ABAJO DE OJINAGA-PRESIDIO" , FECHADO EL 19 DE NOVIEMBRE DE 1970.

PORCION NUM. 6

ESTACION	COORDENADAS EN METROS*		COORDENADAS EN PIES*	
	NORTE	ESTE	NORTE	ESTE
19	199899.80	90919.23	655839.23	298291.44
20	199639.39	91239.62	654984.90	299342.59
21	199616.57	91185.49	654910.00	299165.00
22	199615.04	91106.24	654905.00	298905.00
23	199674.48	90987.37	655100.00	298515.00
24	199784.21	90917.27	655460.00	298285.00

AREA= 3.77 HECTAREAS 9.31 ACRES

PORCION NUM. 7

ESTACION	COORDENADAS EN METROS*		COORDENADAS EN PIES*	
	NORTE	ESTE	NORTE	ESTE
20	199639.39	91239.62	654984.90	299342.59
25	199698.86	91380.56	655180.00	299805.00
26	199624.19	91654.88	654935.00	300705.00
27	199654.67	91747.85	655035.00	301010.00
28	199655.26	91812.44	655036.94	301221.92
29	199513.53	92201.06	654571.94	302496.92
30	199416.92	92301.06	654255.00	302825.00
31	199296.53	92366.59	653860.00	303040.00
32	199212.71	92387.93	653585.00	303110.00
33	199070.98	92387.93	653120.00	303110.00
34	198813.42	92330.02	652275.00	302920.00
35	198724.11	92365.71	651982.00	303037.11

AREA= 47.04 HECTAREAS 116.23 ACRES

*COORDENADAS LAMBERT ZONA SUR CENTRAL DE TEXAS

TIAS 7813

DESCRIPCION DE LA RELOCALIZACION DEL RIO BRAVO
AGUAS ABAJO DE OJINAGA-PRESIDIO.

Esta descripción forma parte del plano titulado "Relocalización del Río Bravo aguas abajo de Ojinaga-Presidio", fechado el 19 de noviembre de 1970.

PORCIONES 1, 2 y 3.

El centro del nuevo cauce del Río Bravo principia en el punto 1, de coordenadas Norte 202 876.40 metros y Este 87 119.46 metros, con una tangente de 1 789.65 metros de longitud y con rumbo S 41°13'50" E que llega al punto 21, de coordenadas Norte 201 530.47 metros y Este 88 299.00 metros; sigue con una curva circular a la izquierda de 311.97 metros de longitud y 349.28 metros de radio para terminar en el punto 22, de coordenadas Norte 201 411.71 metros y Este 86 576.34 metros. La longitud total de esta parte de la relocalización del Río es de 2 101.62 metros.

PORCION 4.

El centro del nuevo cauce del Río Bravo principia en el punto 1, de coordenadas Norte 201 326.50 metros y Este 89 394.79 metros, con una tangente de 807.67 metros de longitud y con rumbo S 42°56'08" E, para terminar en el punto 2, de coordenadas Norte 200 735.18 metros y Este 89 944.96 metros.

PORCIONES 5, 6 y 7.

El centro del nuevo cauce del Río Bravo principia en el punto 1, de coordenadas Norte 200 565.49 metros y Este 90 100.21 metros, con una tangente de 2 919.45 metros de longitud y con rumbo S 50°53'46" E que termina en el punto 35, de coordenadas Norte 198 724.11 metros y Este 92 365.71 metros.

La longitud total de los tres tramos de esta relocalización del Río es de 5 828.74 metros.

Coordenadas Lambert Zona Sur Central de Texas.

[EXCHANGE OF NOTES]

EMBASSY OF THE UNITED STATES
OF AMERICA

No. 1707

MEXICO, D.F. *December 18, 1970*

EXCELLENCY:

I have the honor to refer to the Treaty to Resolve Pending Boundary Differences and Maintain the Rio Grande and Colorado River as the International Boundary between the United States of America and the United Mexican States, signed in Mexico City on November 23, 1970. Under Article V, Paragraphs A and B of this Treaty, the maps entitled "International Maritime Boundary in the Gulf of Mexico" and "International Maritime Boundary in the Pacific Ocean," are, after preparation by the Commission and approval of the Governments of the United States of America and the United Mexican States, to be annexed to and form a part of this Treaty.

I have the further honor to inform you that the United States of America approves these maps, as prepared by the Commission and signed by Commissioner Friedkin of the United States of America and Commissioner Herrera of the United Mexican States on December 12, 1970. Upon the receipt of Your Excellency's note communicating Your Government's approval of these maps, the Government of the United States will consider the conditions of Article V, paragraphs A and B, complied with and, consequently, the signed copies of the maps as annexed to and forming a part of the Treaty.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT H. McBRIDE

His Excellency,
EMILIO RABASA,
Secretary of Foreign Affairs,
Mexico, D. F.

TIAS 7313

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

513163

TLATELOLCO, D. F., a 21 de diciembre de 1970.

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 1707, fechada el día 18 del actual, cuyo texto vertido al español es el siguiente:

"Tengo el honor de referirme al Tratado para Resolver las Diferencias Fronterizas Pendientes y para Mantener a los Ríos Bravo y Colorado como la Frontera Internacional entre los Estados Unidos de América y los Estados Unidos Mexicanos, firmado en la Ciudad de México el 23 de noviembre de 1970. De conformidad con el Artículo V, incisos A y B de este Tratado, los planos titulados "Límite Marítimo Internacional en el Golfo de México" y "Límite Marítimo Internacional en el Océano Pacífico", una vez que hubieren sido elaborados por la Comisión y aprobados por los Gobiernos de los Estados Unidos de América y de los Estados Unidos Mexicanos, se anexarán a este Tratado y formarán parte de él.— Tengo además el honor de informar a Vuestra Excelencia que los Estados Unidos de América aprueban estos planos tal como han sido elaborados por la Comisión y firmados el 12 de diciembre de 1970 por el Comisionado Friedkin de los Estados Unidos de América y el Comisionado Herrera de los Estados Unidos Mexicanos. Al recibir la nota de Vuestra Excelencia comunicando la aprobación por su Gobierno de estos planos, el Gobierno de los Estados Unidos considerará que se han cumplido las condiciones del Artículo V, incisos A y B y, en consecuencia, considerará las copias firmadas de los planos como anexos del Tratado y formando parte de él".

En respuesta, tengo el honor de comunicar a Vuestra Excelencia que el Gobierno de México aprueba los planos tal como fueron elaborados por la Comisión y firmados el 12 de diciembre de 1970 por el Comisionado Herrera Jordán de los Estados Unidos Mexicanos y el Comisionado Friedkin de los Estados Unidos de América.

Tengo además el honor de manifestar a Vuestra Excelencia que el Gobierno de México también considera que se han cumplido las condiciones del Artículo V, incisos A y B y, en consecuencia, considera las copias firmadas de los planos como anexos del Tratado y formando parte de él.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

E. O. RABASA

EXCELENTÍSIMO SEÑOR ROBERT HENRY McBRIDE,
*Embajador Extraordinario y Plenipotenciario de
los Estados Unidos de América.
México, D. F.*

Translation

UNITED MEXICAN STATES
MINISTRY OF FOREIGN AFFAIRS
MEXICO

513163

TLATELOLCO, D.F., *December 21, 1970*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 1707 dated December 18, 1970, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p. 443.]

In reply, I have the honor to inform Your Excellency that the Government of Mexico approves the maps as prepared by the Commission and signed on December 12, 1970, by Commissioner Herrera Jordán of the United Mexican States and Commissioner Friedkin of the United States of America.

I have the further honor to inform Your Excellency that the Government of Mexico also considers that the conditions of Article V, paragraphs A and B, have been complied with, and consequently considers the signed copies of the maps as being annexed to and forming part of the Treaty.

Accept, Excellency, the renewed assurance of my highest consideration.

E. O. RABASA

His Excellency

ROBERT HENRY McBRIDE,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D.F.*

TIAS 7313

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JAPAN

Reversion to Japan of the Ryukyu and Daito Islands

*Agreement signed at Washington and Tokyo June 17, 1971
Ratification advised by the Senate of the United States of America
November 10, 1971;
Ratified by the President of the United States of America Jan-
uary 28, 1972;
Ratified by Japan March 10, 1972;
Ratifications exchanged at Tokyo March 15, 1972;
Proclaimed by the President of the United States of America
May 4, 1972;
Entered into force May 15, 1972 (Tokyo time).
With related arrangements.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Agreement between the United States of America and Japan concerning the Ryukyu Islands and the Daito Islands, providing for the return to Japan of administrative rights over these islands, was signed at Washington and Tokyo on June 17, 1971;

The Senate of the United States of America by its resolution of November 10, 1971, two-thirds of the Senators present concurring, gave its advice and consent to ratification of the Agreement;

The President ratified the Agreement on January 28, 1972 in pursuance of the advice and consent of the Senate;

The instruments of ratification of the respective Parties were exchanged at Tokyo on March 15, 1972; and

It is provided in Article IX of the Agreement that it shall enter into force two months after the date of exchange of the instruments of ratification;

Now, **THEREFORE**, I, Richard Nixon, President of the United States of America, proclaim and make public the Agreement to the end that it shall be observed and fulfilled with good faith on and after May 15, 1972 (Tokyo time) by the United States of America and by the

citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

[SEAL]

DONE at the city of Washington this fourth day of May in the year of our Lord one thousand nine hundred seventy-two and of the Independence of the United States of America the one hundred ninety-sixth.

RICHARD NIXON

By the President:

JOHN N. IRWIN II

Acting Secretary of State

AGREEMENT BETWEEN THE UNITED STATES OF
AMERICA AND JAPAN CONCERNING THE RYUKYU
ISLANDS AND THE DAITO ISLANDS

The United States of America and Japan,

Noting that the President of the United States of America and the Prime Minister of Japan reviewed together on November 19, 20 and 21, 1969 the status of the Ryukyu Islands and the Daito Islands, referred to as "Okinawa" in the Joint Communique between the President and the Prime Minister issued on November 21, 1969,^[1] and agreed that the Government of the United States of America and the Government of Japan should enter immediately into consultations regarding the specific arrangements for accomplishing the early reversion of these islands to Japan;

Noting that the two Governments have conducted such consultations and have reaffirmed that the reversion of these islands to Japan be carried out on the basis of the said Joint Communique;

Considering that the United States of America desires, with respect to the Ryukyu Islands and the Daito Islands, to relinquish in favor of Japan all rights and interests under Article 3 of the Treaty of Peace with Japan signed at the city of San Francisco on September 8, 1951,^[2] and thereby to have relinquished all its rights and interests in

¹ Department of State Bulletin, Dec. 15, 1969, p. 555.

² TIAS 2480; 3 UST 3172.

all territories under the said Article; and

Considering further that Japan is willing to assume full responsibility and authority for the exercise of all powers of administration, legislation and jurisdiction over the territory and inhabitants of the Ryukyu Islands and the Daito Islands;

Therefore, have agreed as follows:

Article I

1. With respect to the Ryukyu Islands and the Daito Islands, as defined in paragraph 2 below, the United States of America relinquishes in favor of Japan all rights and interests under Article 3 of the Treaty of Peace with Japan signed at the city of San Francisco on September 8, 1951, effective as of the date of entry into force of this Agreement. Japan, as of such date, assumes full responsibility and authority for the exercise of all and any powers of administration, legislation and jurisdiction over the territory and inhabitants of the said islands.

2. For the purpose of this Agreement, the term "the Ryukyu Islands and the Daito Islands" means all the territories and their territorial waters with respect to which the right to exercise all and any powers of administration, legislation and jurisdiction was accorded to the United States of America under Article 3 of the Treaty of Peace with Japan other than those with respect to which such right has already been returned to Japan in accordance

with the Agreement concerning the Amami Islands and the Agreement concerning Nanpo Shoto and Other Islands signed between the United States of America and Japan, respectively on December 24, 1953^[1] and April 5, 1968.^[2]

Article II

It is confirmed that treaties, conventions and other agreements concluded between the United States of America and Japan, including, but without limitation, the Treaty of Mutual Cooperation and Security between the United States of America and Japan signed at Washington on January 19, 1960 and its related arrangements^[3] and the Treaty of Friendship, Commerce and Navigation between the United States of America and Japan signed at Tokyo on April 2, 1953,^[4] become applicable to the Ryukyu Islands and the Daito Islands as of the date of entry into force of this Agreement.

Article III

1. Japan will grant the United States of America on the date of entry into force of this Agreement the use of facilities and areas in the Ryukyu Islands and the Daito Islands in accordance with the Treaty of Mutual Cooperation and Security between the United States of America and Japan signed at Washington on January 19, 1960 and its related arrangements.

2. In the application of Article IV of the Agreement under Article VI of the Treaty of

¹ TIAS 2895; 4 UST 2912.

² TIAS 6495; 19 UST 4895.

³ TIAS 4509; 11 UST 1632.

⁴ TIAS 2863; 4 UST 2063.

Mutual Cooperation and Security between the United States of America and Japan, regarding Facilities and Areas and the Status of United States Armed Forces in Japan signed on January 19, 1960,¹ to the facilities and areas the use of which will be granted in accordance with paragraph 1 above to the United States of America on the date of entry into force of this Agreement, it is understood that the phrase "the condition in which they were at the time they became available to the United States armed forces" in paragraph 1 of the said Article IV refers to the condition in which the facilities and areas first came into the use of the United States armed forces, and that the term "improvements" in paragraph 2 of the said Article includes those made prior to the date of entry into force of this Agreement.

Article IV

1. Japan waives all claims of Japan and its nationals against the United States of America and its nationals and against the local authorities of the Ryukyu Islands and the Daito Islands, arising from the presence, operations or actions of forces or authorities of the United States of America in these islands, or from the presence, operations or actions of forces or authorities of the United States of America having had any effect upon these islands, prior to the date of entry into force of this Agreement.

2. The waiver in paragraph 1 above does not,

¹ TIAS 4510; 11 UST 1652.

however, include claims of Japanese nationals specifically recognized in the laws of the United States of America or the local laws of these islands applicable during the period of United States administration of these islands. The Government of the United States of America is authorized to maintain its duly empowered officials in the Ryukyu Islands and the Daito Islands in order to deal with and settle such claims on and after the date of entry into force of this Agreement in accordance with the procedures to be established in consultation with the Government of Japan.

3. The Government of the United States of America will make ex gratia contributions for restoration of lands to the nationals of Japan whose lands in the Ryukyu Islands and the Daito Islands were damaged prior to July 1, 1950, while placed under the use of United States authorities, and were released from their use after June 30, 1961 and before the date of entry into force of this Agreement. Such contributions will be made in an equitable manner in relation to the payments made under High Commissioner Ordinance Number 60 of 1967 to claims for damages done prior to July 1, 1950 to the lands released prior to July 1, 1961.

4. Japan recognizes the validity of all acts and omissions done during the period of United States administration of the Ryukyu Islands and the Daito Islands under or in consequence of directives of the United States or local authorities, or authorized by existing law during that period, and will take no action subjecting United States nationals or the

residents of these islands to civil or criminal liability arising out of such acts or omissions.

Article V

1. Japan recognizes the validity of, and will continue in full force and effect, final judgments in civil cases rendered by any court in the Ryukyu Islands and the Daito Islands prior to the date of entry into force of this Agreement, provided that such recognition or continuation would not be contrary to public policy.

2. Without in any way adversely affecting the substantive rights and positions of the litigants concerned, Japan will assume jurisdiction over and continue to judgment and execution any civil cases pending as of the date of entry into force of this Agreement in any court in the Ryukyu Islands and the Daito Islands.

3. Without in any way adversely affecting the substantive rights of the accused or suspect concerned, Japan will assume jurisdiction over, and may continue or institute proceedings with respect to, any criminal cases with which any court in the Ryukyu Islands and the Daito Islands is seized as of the date of entry into force of this Agreement or would have been seized had the proceedings been instituted prior to such date.

4. Japan may continue the execution of any final judgments rendered in criminal cases

by any court in the Ryukyu Islands and the Daito Islands.

Article VI

1. The properties of the Ryukyu Electric Power Corporation, the Ryukyu Domestic Water Corporation and the Ryukyu Development Loan Corporation shall be transferred to the Government of Japan on the date of entry into force of this Agreement, and the rights and obligations of the said Corporations shall be assumed by the Government of Japan on that date in conformity with the laws and regulations of Japan.
2. All other properties of the Government of the United States of America, existing in the Ryukyu Islands and the Daito Islands as of the date of entry into force of this Agreement and located outside the facilities and areas provided on that date in accordance with Article III of this Agreement, shall be transferred to the Government of Japan on that date, except for those that are located on the lands returned to the landowners concerned before the date of entry into force of this Agreement and for those the title to which will be retained by the Government of the United States of America after that date with the consent of the Government of Japan.
3. Such lands in the Ryukyu Islands and the Daito Islands reclaimed by the Government of the United States of America and such other reclaimed lands acquired by it in these islands as are held by the Government of the United

States of America as of the date of entry into force of this Agreement become the property of the Government of Japan on that date.

4. The United States of America is not obliged to compensate Japan or its nationals for any alteration made prior to the date of entry into force of this Agreement to the lands upon which the properties transferred to the Government of Japan under paragraphs 1 and 2 above are located.

Article VII

Considering, inter alia, that United States assets are being transferred to the Government of Japan under Article VI of this Agreement, that the Government of the United States of America is carrying out the return of the Ryukyu Islands and the Daito Islands to Japan in a manner consistent with the policy of the Government of Japan as specified in paragraph 8 of the Joint Communiqué of November 21, 1969, and that the Government of the United States of America will bear extra costs, particularly in the area of employment after reversion, the Government of Japan will pay to the Government of the United States of America in United States dollars a total amount of three hundred and twenty million United States dollars (U.S. \$320,000,000) over a period of five years from the date of entry into force of this Agreement. Of the said amount, the Government of Japan will pay one hundred million United States dollars (U.S.\$100,000,000) within one week

after the date of entry into force of this Agreement and the remainder in four equal annual installments in June of each calendar year subsequent to the year in which this Agreement enters into force.

Article VIII

The Government of Japan consents to the continued operation by the Government of the United States of America of the Voice of America relay station on Okinawa Island for a period of five years from the date of entry into force of this Agreement in accordance with the arrangements to be concluded between the two Governments. The two Governments shall enter into consultation two years after the date of entry into force of this Agreement on future operation of the Voice of America on Okinawa Island.

Article IX

This Agreement shall be ratified and the instruments of ratification shall be exchanged at Tokyo. This Agreement shall enter into force two months after the date of exchange of the instruments of ratification.



IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

TIAS 7314

DONE at Washington and Tokyo, this seventeenth day of June, 1971, in duplicate in the English and Japanese languages, both equally authentic.

For the United States
of America:

For Japan:

 ^[1]  ^[2]

[SEAL]

[SEAL]

¹ William P. Rogers

² Kiichi Aichi

けて、この協定に署名した。

千九百七十一年六月十七日にワシントン及び東京で、ひとしく正文である英語及び日本語により本書二通を作成した。

アメリカ合衆国のために

日本国のために



愛知 葵一

TIAS 7314

たり、沖縄島におけるヴォイス・オヴ・アメリカ中継局の運営を継続することに同意する。両政府は、この協定の効力発生の日から二年後に沖縄島におけるヴォイス・オヴ・アメリカの将来の運営について協議に入る。

第九条

この協定は、批准されなければならず、批准書は、東京で交換されるものとする。この協定は、批准書の交換の日の後二箇月で効力を生ずる。

以上の証拠として、下名は、各自の政府から正当に委任を受

分の費用を負担することとなることを考慮し、この協定の効力発生の日から五年の期間にわたり、合衆国ドルでアメリカ合衆国政府に対し総額三億二千万合衆国ドル（三二〇、〇〇〇、〇〇〇合衆国ドル）を支払う。日本国政府は、この額のうち、一億合衆国ドル（一〇〇、〇〇〇、〇〇〇合衆国ドル）をこの協定の効力発生の日の後一週間以内に支払い、また、残額を四回の均等年賦でこの協定が効力を生ずる年の後の各年の六月に支払う。

第八条

日本国政府は、アメリカ合衆国政府が、両政府の間に締結される取極に従い、この協定の効力発生の日から五年の期間にわ

保有しているものは、同日に日本国政府の財産となる。

4 アメリカ合衆国は、1及び2の規定に従つて日本国政府に移転する財産のある土地に対してこの協定の効力発生の日前に加えられたいかなる変更についても、日本国又は日本国民に補償する義務を負わない。

第七条

日本国政府は、合衆国の資産が前条の規定に従つて日本国政府に移転されること、アメリカ合衆国政府が琉球諸島及び大東諸島の日本国への返還を千九百六十九年十一月二十一日の共同声明第八項にいう日本国政府の政策に背馳しないよう実施すること、アメリカ合衆国政府が復帰後に雇用の分野等において余

これらの公社の権利及び義務は、同政府が同日に日本国の法令に即して引き継ぐ。

2 その他のすべてのアメリカ合衆国政府の財産で、この協定の効力発生の日に琉球諸島及び大東諸島に存在し、かつ、第三條の規定に従つて同日に提供される施設及び区域の外にあるものは、同日に日本国政府に移転する。ただし、この協定の効力発生の日前に関係土地所有者に返還される土地の上にある財産及びアメリカ合衆国政府が日本国政府の同意を得て同日以後においても引き続き所有する財産は、この限りでない。

3 アメリカ合衆国政府が琉球諸島及び大東諸島において埋め立てた土地並びに同政府がこれらの諸島において取得したその他の埋立地であつて、同政府がこの協定の効力発生の日に

3 日本国は、被告人又は被疑者の実質的な権利をいかなる意

味においても害することなく、この協定の効力発生の日琉球諸島及び大東諸島におけるいづれかの裁判所に係属しており又は同日前に手続が開始されていたとしたならば係属していたであろう刑事事件につき、裁判権を引き継ぐものとし、引き続き手続を行ない又は開始することができ。

4 日本国は、琉球諸島及び大東諸島におけるいづれかの裁判所がした刑事の最終的裁判を引き続き執行することができ。

第六条

1 琉球電力公社、琉球水道公社及び琉球開発金融公社の財産は、この協定の効力発生の日日本国政府に移転し、また、

とする。

第五条

1 日本国は、公の秩序又は善良の風俗に反しない限り、琉球諸島及び大東諸島におけるいずれかの裁判所がこの協定の効力発生の日前にした民事の最終的裁判が有効であることを承認し、かつ、その効力を完全に存続させる。

2 日本国は、訴訟当事者の実質的な権利及び地位をいかなる意味においても害することなく、この協定の効力発生の日琉球諸島及び大東諸島におけるいずれかの裁判所に係属している民事事件について裁判権を引き継ぎ、かつ、引き続き裁判及び執行をする。

- 3 日本国は、被告人又は被疑者の実質的な権利をいかなる意味においても害することなく、この協定の効力発生の日に琉球諸島及び大東諸島におけるいずれかの裁判所に係属しており又は同日前に手続が開始されていたとしたならば係属していたであろう刑事事件につき、裁判権を引き継ぐものとし、引き続き手続を行ない又は開始することができ。
- 4 日本国は、琉球諸島及び大東諸島におけるいずれかの裁判所がした刑事の最終的裁判を引き続き執行することができ。

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4

効力發生の日前にその使用を解除されたものの所有者である日本国民に対し、土地の原状回復のための自発的支払を行なう。この支払は、千九百六十一年七月一日前に使用を解除された土地に対する損害で千九百五十年七月一日前に加えられたものに関する請求につき千九百六十七年の高等弁務官布令第六十号に基づいて行なつた支払に比し均衡を失しないように行なう。

日本国は、琉球諸島及び大東諸島の合衆国による施政の期間中に合衆国の当局若しくは現地当局の指令に基づいて若しくはその結果として行なわれ、又は当時の法令によつて許可されたすべての作為又は不作為の効力を承認し、合衆国国民又はこれらの諸島の居住者をこれらの作為又は不作為から生ずる民事又は刑事の責任に問ういかなる行動もとらないもの

島の現地当局に対する日本国及びその国民のすべての請求権を放棄する。

2 もつとも、1の放棄には、琉球諸島及び大東諸島の合衆国による施政の期間中に適用されたアメリカ合衆国の法令又はこれらの諸島の現地法令により特に認められる日本国民の請求権の放棄を含まない。アメリカ合衆国政府は、日本国政府との協議のうえ定められる手続に従いこの協定の効力発生日以後そのような請求権を取り扱いかつ解決するため、正当に権限を与えた職員を琉球諸島及び大東諸島に置くことを許される。

3 アメリカ合衆国政府は、琉球諸島及び大東諸島内の土地であつて合衆国の当局による使用中千九百五十年七月一日前に損害を受け、かつ、千九百六十一年六月三十日後この協定の

用するにあたり、同条1の「それらが合衆国軍隊に提供された時の状態」とは、当該施設及び区域が合衆国軍隊によつて最初に使用されることとなつた時の状態をいい、また、同条2の「改良」には、この協定の効力発生の日前に加えられた改良を含むことが了解される。

第四条

1 日本国は、この協定の効力発生の日前に琉球諸島及び大東諸島におけるアメリカ合衆国の軍隊若しくは当局の存在、職務遂行若しくは行動又はこれらの諸島に影響を及ぼしたアメリカ合衆国の軍隊若しくは当局の存在、職務遂行若しくは行動から生じたアメリカ合衆国及びその国民並びにこれらの諸

第三条

1 日本国は、千九百六十年一月十九日にワシントンで署名されたアメリカ合衆国と日本国との間の相互協力及び安全保障条約及びこれに関連する取極に従い、この協定の効力発生の日、アメリカ合衆国に対し琉球諸島及び大東諸島における施設及び区域の使用を許す。

2 アメリカ合衆国が1の規定に従つてこの協定の効力発生の日、使用を許される施設及び区域につき、千九百六十年一月十九日に署名されたアメリカ合衆国と日本国との間の相互協力及び安全保障条約第六条に基づく施設及び区域並びに日本国における合衆国軍隊の地位に関する協定第四条の規定を適

カ合衆国と日本国との間に署名された奄美群島に関する協定並びに南方諸島及びその他の諸島に関する協定に従つてすでに日本国に返還された部分を除いた部分をいう。

第二条

アメリカ合衆国と日本国との間に締結された条約及びその他の協定（千九百六十年一月十九日にワシントンで署名されたアメリカ合衆国と日本国との間の相互協力及び安全保障条約及びこれに関連する取極並びに千九百五十三年四月二日に東京で署名されたアメリカ合衆国と日本国との間の友好通商航海条約を含むが、これらに限られない。）は、この協定の効力発生の日から琉球諸島及び大東諸島に適用されることが確認される。

1 アメリカ合衆国は、2に定義する琉球諸島及び大東諸島に
関し、千九百五十一年九月八日にサン・フランシスコ市で署
名された日本国との平和条約第三条の規定に基づくすべての
権利及び利益を、この協定の効力発生の日から日本国のため
に放棄する。日本国は、同日に、これらの諸島の領域及び住
民に対する行政、立法及び司法上のすべての権力を行使する
ための完全な権能及び責任を引き受ける。

2 この協定の適用上、「琉球諸島及び大東諸島」とは、行政、
立法及び司法上のすべての権力を行使する権利が日本国との
平和条約第三条の規定に基づいてアメリカ合衆国に与えられ
たすべての領土及び領水のうち、そのような権利が千九百五
十三年十二月二十四日及び千九百六十八年四月五日にアメリ

とに留意し、

アメリカ合衆国が、琉球諸島及び大東諸島に関し千九百五十一年九月八日にサン・フランシスコ市で署名された日本国との平和条約第三条の規定に基づくすべての権利及び利益を日本国のために放棄し、これによつて同条に規定するすべての領域におけるアメリカ合衆国のすべての権利及び利益の放棄を完了することを希望することを考慮し、また、

日本国が琉球諸島及び大東諸島の領域及び住民に対する行政、立法及び司法上のすべての権力を行使するための完全な権能及び責任を引き受けることを望むことを考慮し、

よつて、次のとおり協定した。

第一条

琉球諸島及び大東諸島に関するアメリカ合衆国と日本
との間の協定

アメリカ合衆国及び日本国は、

アメリカ合衆国大統領及び日本国総理大臣が、千九百六十九年十一月十九日、二十日及び二十一日に琉球諸島及び大東諸島（同年十一月二十一日に発表された大統領と総理大臣との間の共同声明にいう「沖縄」）の地位について検討し、これらの諸島の日本国への早期復帰を達成するための具体的な取極に関してアメリカ合衆国政府及び日本国政府が直ちに協議に入ること
に合意したことに留意し、

両政府がこの協議を行ない、これらの諸島の日本国への復帰が前記の共同声明の基礎の上に行なわれることを再確認したこ

[RELATED ARRANGEMENTS]

Agreed Minutes

The representatives of the Government of the United States of America and of the Government of Japan wish to record the following understanding reached during the negotiations for the Agreement between the United States of America and Japan concerning the Ryukyu Islands and the Daito Islands, signed today:

Regarding Article I:

The territories defined in paragraph 2 of Article I are the territories under the administration of the United States of America under Article 3 of the Treaty of Peace with Japan, and are, as designated under Civil Administration Proclamation Number 27 of December 25, 1953, all of those islands, islets, atolls and rocks situated in an area bounded by the straight lines connecting the following coordinates in the listed order:

<u>North Latitude</u>	<u>East Longitude</u>
28 degrees	124 degrees 40 minutes
24 degrees	122 degrees
24 degrees	133 degrees
27 degrees	131 degrees 50 minutes
27 degrees	128 degrees 18 minutes
28 degrees	128 degrees 18 minutes
28 degrees	124 degrees 40 minutes

TIAS 7314

Regarding Article IV:

1. The claims of Japanese nationals including the municipalities of the Ryukyu Islands and the Daito Islands which the Government of the United States of America will deal with and settle pursuant to paragraph 2 of Article IV include the following:

(1) Claims arising from damages done to land and those relating to Declarations of Taking the settlement for which is provided for in High Commissioner Ordinance Number 20 on Acquisition of Leasehold Interest;

(2) Claims falling within the competence of the United States Land Tribunal for the Ryukyu Islands established by High Commissioner Ordinance Number 19;

(3) Claims the settlement for which may be sought under the laws of the United States of America respecting foreign claims;

(4) Claims of the employees of the Government of the United States of America or its instrumentalities protected under the laws of the United States of America respecting compensation for work injuries or under High Commissioner Ordinance Number 42 on Workmen's Compensation Benefits;

(5) Claims of the employees of the Government of the United States of America or its instrumentalities relating to remuneration and other benefits; and

(6) Others.

2. The procedures to be established under paragraph 2 of Article IV will also provide

for a suitable arrangement for the ex gratia contributions to be made under paragraph 3 of Article 1V as well as for that through which the Government of the United States of America or its instrumentalities will complete the payments of their debts owed to Japanese nationals including the municipalities of the Ryukyu Islands and the Daito Islands outstanding on the date of entry into force of the Agreement.

3. The Government of the United States of America will in consultation with the Government of Japan take necessary measures to secure sufficient public knowledge and easy availability of the procedures.

Regarding Article V:

1. The words "final judgments" referred to in paragraph 1 of Article V include final decrees and orders.

2. The words "any court in the Ryukyu Islands and the Daito Islands" mean the courts of the Government of the Ryukyu Islands and of the United States Civil Administration of the Ryukyu Islands.

3. The military authorities of the United States will exercise criminal jurisdiction over the members of the United States armed forces with respect to offenses committed in the Ryukyu Islands and the Daito Islands prior to the date of entry into force of the Agreement in accordance with relevant provisions of Article XVII of the Agreement under Article VI of the Treaty of Mutual Cooperation and

Security between the United States of America and Japan, regarding Facilities and Areas and the Status of United States Armed Forces in Japan signed on January 19, 1960; and Japan will not exercise criminal jurisdiction over such cases.

Regarding Article VI:

1. The United States armed forces in the Ryukyu Islands and the Daito Islands will be entitled to the use of public utilities and services only under conditions comparable to those presently enjoyed by such forces in mainland Japan in accordance with the relevant provisions of the Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the United States of America and Japan, regarding Facilities and Areas and the Status of United States Armed Forces in Japan signed on January 19, 1960.

2. The properties of the Government of the United States of America to be transferred to the Government of Japan under paragraph 2 of Article VI include:

- (1) Naha Airport facilities including the Miwa non-directional beacon;
- (2) Administrative structures including:
 - (a) Justice Building at Naha;
 - (b) English Language Center at Naha;
 - (c) Naha, Nago, Ishikawa, Miyako and Yaeyama Cultural Centers;

- (d) The Government of the Ryukyu Islands Executive Building at Naha;
 - (e) Yaeyama Civil Administration Headquarters; and
 - (f) Miyako Civil Administration Headquarters;
- (3) Road structures including traffic lights, road signs, bridges and other fixtures of the following routes:

Route	Approximate length
1	66 km;
5	13 km;
6	7 km;
7	9 km;
8	10 km;
13	62 km;
16	8 km;
24	13 km;
44	12 km; and

Others

- (4) Air navigation facilities related to airports:

- (a) Non-directional beacons on Minami-daito Jima, Kume Jima, Ishigaki Jima and Yonaguni Jima;
- (b) Air-ground communications facilities and inter-islands communications -

navigation system on the above islands and Miyako Jima;

(5) Navigation aids:

(a) Short range aids to navigation;

14 light structures, 17 lighted buoys, 2 sets of channel range lights and others; and

(b) LORAN-A transmitting station on Miyako Jima;

(6) Installations at Naha Wheel Area and on those parts of the areas at Naha Air Force/Navy Annex and Tokashiki Army Annex to be released for use by the Government of Japan.

3. The properties the title to which will be retained by the Government of the United States of America include the housing for State Department personnel at Hamakawa, Chatan Village.

Regarding Article VII:

With respect to computation and payment of the separation payments to be made to the Japanese employees of the United States armed forces in the Ryukyu Islands and the Daito Islands (including non-appropriated fund organizations) after reversion, the Government of the United States of America will pay the amount computed for the entire employment periods of such employees beginning from April 30, 1952, including their pre-reversion employment periods, applying the computation

formula provided for in the Master Labor Contract, the Mariner Contract and the Indirect Hire Agreement in mainland Japan.

Regarding Article VIII:

In case of relocation of the Voice of America outside Japan and in the event it would be found that a substitute facility will not be completed within the five-year period referred to in Article VIII due to unforeseen circumstances, the Government of Japan is prepared to give full recognition to the need for continued operation of the Voice of America on Okinawa Island after the said five-year period until completion of the substitute facility.

Tokyo, June 17, 1971

Armin H. Meyer ^[1] *Kiichi Aichi* ^[2]

¹ Armin H. Meyer

² Kiichi Aichi

千九百七十一年六月十七日に東京で

Armin H. Meyer

愛知
一

二年四月三十日に開始する当該被用者の全勤続期間（復帰前の勤続期間が含まれる。）について算定した金額を支払う。

第八条に関し、

ヴォイス・オヴ・アメリカの日本国外への移転の場合において、予見されない事情により代替施設が同条にいう五年の期間内に完成されないことが明らかとなつたときは、日本政府は、その五年の期間の後その代替施設が完成するまでの間沖縄・縄島においてヴォイス・オヴ・アメリカの運営を継続する必要性に対し、十分な認識を払う用意がある。

(b) 宮古島のロランA送信局

(6) 那覇ホイール地区並びに那覇空軍・海軍補助施設及び渡嘉敷陸軍補助施設の地区のうち日本国政府による使用のために開放される部分にある設備

3 アメリカ合衆国政府が引き続き所有する財産には、北谷村浜川の国務省職員用の住宅を含む。

第七条に関し、

琉球諸島及び大東諸島における合衆国軍隊（歳出外資金による諸機関を含む）の日本国民である被用者について復帰後に行なわれるべき退職手当の計算及び支払に関し、アメリカ合衆国政府は、日本国本土における基本労務契約、船員契約及び諸機関労務協約に定める計算方式を適用し、千九百五十

- | | |
|-----|----------|
| 一三号 | 六二キロメートル |
| 一六号 | 八キロメートル |
| 二四号 | 一三キロメートル |
| 四四号 | 一二キロメートル |
| その他 | |
- (4) 空港に関連する航空保安施設
- (a) 南大東島、久米島、石垣島及び与那国島の無指向性無線標識施設
- (b) (a)の諸島及び宮古島の対空通信施設及び島嶼間航行用通信システム
- (5) 航路標識
- (a) 燈台十四、燈浮標十七、導燈二組その他の近距離用の航路標識

		(3)	
		(f)	(b)
		(e)	(c)
		(d)	(a)
			那覇の英語センター
			那覇、名護、石川、宮古及び八重山の文化センター
			那覇の琉球政府庁舎
			民政府八重山庁舎
			民政府宮古庁舎
		(3)	次の路線の道路構築物（信号機、道路標識、橋その他道路の附属物を含む。）
		路線名	概算距離
八号	一号	六六キロメートル	
七号	五号	一三キロメートル	
六号	四号	七キロメートル	
五号	三号	九キロメートル	
四号	二号	一〇キロメートル	

第六条に関し、

1 琉球諸島及び大東諸島における合衆国軍隊は、日本国本土における合衆国軍隊が千九百六十年一月十九日に署名されたアメリカ合衆国と日本国との間の相互協力及び安全保障条約第六条に基づく施設及び区域並びに日本国における合衆国軍隊の地位に関する協定の関係規定に従つて現在享受している条件と同じような条件でのみ、公益事業及び公共の役務を利用する権利を与えられる。

2 同条2の規定に従つて日本国政府に移転される財産には、次のものを含む。

- (1) 那覇空港施設（三和無指向性無線標識施設を含む。）
- (2) 次のものを含む行政用建築物

(a) 那覇の裁判所庁舎

的命令を含む。

2 「琉球諸島及び大東諸島におけるいずれかの裁判所」とは、琉球政府の裁判所及び琉球列島米国民政府の裁判所をいう。

3 合衆国の軍当局は、協定の効力発生の日前に琉球諸島及び大東諸島において犯された罪につき、千九百六十年一月十九日に署名されたアメリカ合衆国と日本国との間の相互協力及び安全保障条約第六条に基づく施設及び区域並びに日本国における合衆国軍隊の地位に関する協定第十七条の關係規定に従い、合衆国軍隊の構成員に対して刑事裁判権を行使する。日本国は、そのような事件について刑事裁判権を行使しない。

(6) その他の請求権

2 同条2の規定に基づいて定められる手続には、同条3の規定に従つて行なう自発的支払のための適当な措置及びアメリカ合衆国政府又はその機関が日本国民（琉球諸島及び大東諸島の市町村を含む。）に対して負っている債務で協定の効力発生の日償還されていないものの支払を完了するための措置を含む。

3 アメリカ合衆国政府は、日本国政府と協議して、2の手続を周知させ及びこれが容易に利用されるようにするため必要な措置をとる。

第五条に関し、

1 同条1にいう「最終的裁判」には、最終的決定及び最終

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- (1) 土地に対する損害に係る請求権及び収用宣告書に係る請求権で、その解決方法が賃借権の取得に関する高等弁務官布令第二十号に定められているもの
- (2) 高等弁務官布令第十九号によつて設置された琉球列島米国土地裁判所の管轄に属する請求権
- (3) 外国人の請求に関するアメリカ合衆国の法律によつて解決を求めることができる請求権
- (4) 労働災害の補償に関するアメリカ合衆国の法律又は労働者災害補償に関する高等弁務官布令第四十二号によつて保護されるアメリカ合衆国政府又はその機関の被用者の請求権
- (5) 報酬その他の利益に係るアメリカ合衆国政府又はその機関の被用者の請求権

礁である。

北緯二十八度東経百二十四度四十分

北緯二十四度東経百二十二度

北緯二十四度東経百三十三度

北緯二十七度東経百三十一度五十分

北緯二十七度東経百二十八度十八分

北緯二十八度東経百二十八度十八分

北緯二十八度東経百二十四度四十分

第四条に関し、

- 1 アメリカ合衆国政府が同条2の規定に従つて取り扱いかつ解決する日本国民（琉球諸島及び大東諸島の市町村を含む。）の請求権には、次のものを含む。

合意された議事録

アメリカ合衆国政府の代表者及び日本国政府の代表者は、本日署名された琉球諸島及び大東諸島に関するアメリカ合衆国と日本国との間の協定の交渉において到達した次の了解を記録する。

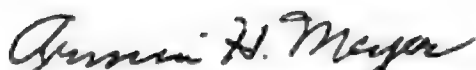
第一条に関し、

同条に定義する領土は、日本国との平和条約第三条の規定に基づくアメリカ合衆国の施政の下にある領土であり、千九百五十三年十二月二十五日付けの民政府布告第二十七号に指定されているとおり、次の座標の各点を順次に結ぶ直線によつて囲まれる区域内にあるすべての島、小島、環礁及び岩

MEMORANDUM OF UNDERSTANDING

The attached represent the results of discussions held between the representatives of the Government of the United States of America and of the Government of Japan concerning Article III of the Agreement between the United States of America and Japan concerning the Ryukyu Islands and the Daito Islands signed today.

Tokyo, June 17, 1971.


Ambassador Extraordinary
and Plenipotentiary of
the United States of
America to Japan


Minister for Foreign Affairs
of Japan

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LIST A

The following are the installations and sites which the Government of the United States of America and the Government of Japan are prepared, unless otherwise agreed between them, to agree in the Joint Committee, within their present boundaries, or as indicated in the remarks, as facilities and areas pursuant to Article II of the Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the United States of America and Japan, regarding Facilities and Areas and the Status of United States Armed Forces in Japan signed on January 19, 1960 (hereinafter referred to as the "SOFA") for the use by the United States armed forces as from the date of reversion. The agreements in the Joint Committee will be concluded on the day of entry into force of the Agreement between the United States of America and Japan concerning the Ryukyu Islands and the Daito Islands, and every effort will be made to complete the preparatory work well in advance of that day.

<u>NUMBER</u>	<u>NOMENCLATURE</u>	<u>PRESENT NOMENCLATURE</u>	<u>REMARKS</u>
1	<u>Northern Training Area</u>	<u>Marine Northern Training Area</u>	
2	<u>Aha Training Area</u>	<u>Aha Training Area</u>	SOFA II-4(b) use
3	<u>Kawata Training Area</u>	<u>Kawata Training Area</u>	SOFA II-4(b) use
4	<u>Okuma Rest Center</u>	<u>Okuma Rest Center</u>	
5	<u>Ie Shima Auxiliary Airfield</u>	<u>Ie Shima Auxiliary Airfield</u>	
6	<u>Yaetake Communi- cation Site</u>	<u>Yaetake Communications Site</u>	
7	<u>Gesashi Communi- cation Site</u>	<u>LORAN-A/C Transmitting Station, Gesashi</u>	
8	<u>Sedake Training Area</u>	<u>Sedake Training Area No. 1</u>	SOFA II-4(b) use
9	<u>Camp Schwab</u>	<u>Camp Schwab</u>	
		<u>Camp Schwab Training Area</u>	Cf. List C.
		<u>IST Ramp Camp Schwab</u>	
10	<u>Henoko Ordnance Ammunition Depot</u>	<u>Henoko Ordnance Ammunition Depot</u>	
		<u>Henoko Navy Ammunition Storage Facilities</u>	
11	<u>Camp Hansen</u>	<u>Camp Hansen</u>	Cf. List C.
		<u>Camp Hansen Training Area</u>	Cf. List C.
12	<u>Kushi Training Area</u>	<u>Kushi Training Area</u>	SOFA II-4(b) use
13	<u>Onna Communica- tion Site</u>	<u>Onna Point Communica- tions Annex</u>	

<u>NUMBER</u>	<u>NOMENCLATURE</u>	<u>PRESENT NOMENCLATURE</u>	<u>REMARKS</u>
14	<u>Camp Hardy</u>	<u>Camp H. F. Hardy</u>	
15	<u>Onna Site</u>	<u>Onna Point Army Annex</u>	Cf. List B.
16	<u>Yaka Training Area</u>	<u>Yaka Training Area</u>	SOFA II-4(b) use
17	<u>Gimbaru Training Area</u>	<u>Gimbaru Training Area</u>	
		<u>Kadena Site No. 3</u>	
18	<u>Yaka Rest Center</u>	<u>Yaka Rest Center</u>	
19	<u>Kin Red Beach Training Area</u>	<u>Kin Red Beach Training Area</u>	
20	<u>Kin Blue Beach Training Area</u>	<u>Kin Blue Beach Training Area</u>	
21	<u>Bolo Point Train-fire Range</u>	<u>Bolo Point Train-fire Range</u>	
		<u>Kadena Site No. 1</u>	
		<u>Bolo Point Army Annex</u>	
		<u>Yomitan Army Annex No. 1</u>	
22	<u>Kadena Ammunition Storage Area</u>	<u>Kadena Ammunition Storage Annex</u>	
		<u>Site Hizagawa</u>	
		<u>Hanza Ammunition Storage Annex</u>	
		<u>Joint Ordnance Explosive Demolition Area, Yomitan</u>	
		<u>Army CSG Ammunition Storage Annex</u>	

<u>NUMBER</u>	<u>NOMENCLATURE</u>	<u>PRESENT NOMENCLATURE</u>	<u>REMARKS</u>
		<u>Chibana Ordnance Ammunition Depot</u>	
		<u>Kadena VORTAC Site</u>	
		<u>Kadena TACAN Site</u>	
		<u>Higashionna Ammuni- tion Storage Annex</u>	Cf. List C.
23	<u>Chibana Site</u>	<u>Chibana Army Annex</u>	Cf. List B.
		<u>Kina Radio Relay Annex</u>	
24	<u>Ishikawa Army Annex</u>	<u>Ishikawa Army Annex</u>	
25	<u>Yomitan Army Annex</u>	<u>Yomitan Army Annex No. 2</u>	
26	<u>Sobe Communication Site</u>	<u>Naval Communications Site, Sobe Annex</u>	
		<u>Sobe Direction Finder Site, East</u>	
27	<u>Yomitan Auxiliary Airfield</u>	<u>Yomitan Auxiliary Airfield</u>	
		<u>Site Nakano</u>	
28	<u>Tengan Pier</u>	<u>Tengan Pier</u>	
29	<u>Camp Courtney</u>	<u>Camp Courtney</u>	Cf. List C.
30	<u>Tengan Communica- tion Site</u>	<u>Starcom Transmitter Site, Tengan</u>	
31	<u>Camp McTureous</u>	<u>Camp McTureous</u>	
32	<u>Camp Shields</u>	<u>Camp Shields</u>	Cf. List C.
33	<u>Camp Hauge</u>	<u>Camp Hauge</u>	Cf. List C.

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<u>NUMBER</u>	<u>NOMENCLATURE</u>	<u>PRESENT NOMENCLATURE</u>	<u>REMARKS</u>
34	<u>Deragawa Communi- cation Site</u>	<u>Deragawa Transmitter Site</u>	
35	<u>Hanza Army Annex</u>	<u>Site Hanza</u>	
36	<u>Torii Communi- cation Station</u>	<u>Torii Station, Sobe</u>	
		<u>Starcom Receiver Station, Sobe</u>	
37	<u>Kadena Air Base</u>	<u>Kadena Air Base</u>	
		<u>Camp Sansone</u>	
		<u>Army Housing Area</u>	
38	<u>Kadena Housing Area</u>	<u>Kadena Housing Area</u>	
39	<u>Sunabe Warehouse</u>	<u>Warehouse Sunabe</u>	
		<u>Air Force Furniture Repair Shop</u>	
40	<u>Sunabe Army Annex</u>	<u>Site Sunabe</u>	
41	<u>Kashiiji Army Annex</u>	<u>Site Kashiiji</u>	
42	<u>Koza Communication Site</u>	<u>Koza Radio Relay Annex</u>	
43	<u>Camp Kue</u>	<u>Camp Kue</u>	
44	<u>Camp Sukiran</u>	<u>Camp Sukiran</u>	
		<u>Camp Foster</u>	
45	<u>Sukiran Communi- cation Site</u>	<u>Sukiran Propagation Annex (Sukiran Area "C")</u>	
46	<u>Awase Communi- cation Station</u>	<u>Awase Communications Annex</u>	

<u>NUMBER</u>	<u>NOMENCLATURE</u>	<u>PRESENT NOMENCLATURE</u>	<u>REMARKS</u>
		<u>Naval Air Facility Transmitter Unit, Awase</u>	
47	<u>Nishihara Army Annex</u>	<u>Nishihara Army Annex No. 1</u>	
48	<u>White Beach Area</u>	<u>Naval Port Facility, White Beach</u>	Cf. List C.
		<u>Kachin Hanto Army Area</u>	
		<u>White Beach Tank Farm</u>	
		<u>Kadena Site No. 2</u>	
		<u>Nishihara Army Annex No. 2</u>	Cf. List B.
49	<u>Awase Storage Area</u>	<u>Awase Ammunition Storage Annex</u>	
50	<u>Kubasaki School Area</u>	<u>Camp Kubasaki</u>	Cf. List C.
51	<u>Futenma Air Station</u>	<u>Marine Corps Air Station, Futenma</u>	
		<u>Futenma Army Annex</u>	
		<u>Marine Corps Air Station Communications Annex, Futenma</u>	
52	<u>Camp Mercy</u>	<u>Camp Mercy (Machinato Area "H")</u>	
53	<u>Camp Boone</u>	<u>Camp Boone (Machinato Area "J")</u>	
54	<u>Machinato Ware- house</u>	<u>Okinawa Regional Exchange Dry Storage Warehouse</u>	
55	<u>Machinato Service Office</u>	<u>Post Services Office</u>	

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<u>NUMBER</u>	<u>NOMENCLATURE</u>	<u>PRESENT NOMENCLATURE</u>	<u>REMARKS</u>
56	<u>Machinato Service Area</u>	<u>Machinato Service Area</u>	
57	<u>Machinato Service Area Annex</u>	<u>7th PSYOP Group Warehouse</u> <u>Navy Warehouse, Machinato</u>	
58	<u>Machinato Purchasing and Contracting Office</u>	<u>Purchasing and Contracting Office</u>	
59	<u>Urasoe Warehouse</u>	<u>Army STRATCOM Warehouse</u>	
60	<u>Deputy Division Engineers Office</u>	<u>Deputy Division Engineer, Western Pacific</u>	
61	<u>Machinato Housing Area</u>	<u>Machinato/Naha Housing Area (Naha Area "H")</u>	Cf. Note to List B.
62	<u>Naha Cold Storage</u>	<u>Okinawa Regional Exchange Cold Storage</u>	
63	<u>Harborview Club</u>	<u>Harborview Club</u>	
64	<u>Naha Port Facilities</u>	<u>Military Port of Naha</u>	
65	<u>Naha Service Center</u>		
66	<u>Naha Air Force/ Navy Annex</u>	<u>Naha Air Force/ Navy Annex</u>	Cf. List C.
67	<u>Naha Site</u>	<u>Naha Army Annex</u>	Cf. List B.
68	<u>Chinen Site No. 1</u>	<u>Chinen Army Annex No. 1</u>	Cf. List B.
69	<u>Chinen Site No. 2</u>	<u>Chinen Army Annex No. 2</u>	Cf. List B.
70	<u>Shinzato Communication Site</u>	<u>Shinzato Communications Site</u>	

<u>NUMBER</u>	<u>NOMENCLATURE</u>	<u>PRESENT NOMENCLATURE</u>	<u>REMARKS</u>
	?		
71	<u>Chinen Service Area</u>	<u>Army CSG Area</u>	
72	<u>Yozadake Air Station</u>	<u>Yozadake Air Station</u>	Cf. List B and C.
73	<u>Yozadake Site</u>	<u>Yozadake Army Annex No. 1</u>	Cf. List B.
74	<u>Yozadake Army Annex</u>	<u>Yozadake Army Annex No. 2</u> <u>(Site "A" and Site "B")</u>	Cf. List B.
75	<u>South Ammunition Storage Area</u>	<u>South Ammunition Storage Annex</u>	
76	<u>Army POL Depots</u>	<u>Camp Kue Tank Farm Nos. 1. 2.</u> <u>Chimu-Wan Tank Farm Nos. 1. 2. 3.</u> <u>Tengan Booster Station</u> <u>Camp Kue Booster Station</u>	
77	<u>Tori Shima Range</u>	<u>Ryukyu Air Range</u>	
78	<u>Irisuna Shima Range</u>	<u>Irisuna Shima Air Range</u>	
79	<u>Kume Shima Air Station</u>	<u>Kume Shima Air Station</u>	Cf. List B and C.
80	<u>Kume Shima Range</u>	<u>Kume Shima Bombing Range</u>	
81	<u>Ukibaru Shima Training Area</u>	<u>Ukibaru Training Area</u>	SOFA II-4(b) use
82	<u>Tsukun Jima Training Area</u>	<u>Tsukun Jima Training Area</u>	

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<u>NUMBER</u>	<u>NOMENCLATURE</u>	<u>PRESENT NOMENCLATURE</u>	<u>REMARKS</u>
83	<u>Mae Shima Training Area</u>	<u>Mae Shima Training Area</u>	SOFA II-4(b) use
84	<u>Kobi Sho Range</u>	<u>Kobi Sho Gunnery Range</u>	
85	<u>Sekibi Sho Range</u>	<u>Sekibi Sho Gunnery Range</u>	
86	<u>Miyako Jima VORTAC Site</u>	<u>Miyako Jima VORTAC Site</u>	Cf. List B.
87	<u>Miyako Jima Air Station</u>	<u>Miyako Jima Air Station</u>	Cf. List B and C.
		<u>Miyako Jima NDB Site</u>	Cf. List B.
88	<u>Okino Daito Shima Range</u>	<u>Okino Daito Shima Gunnery Range</u>	

Note 1: With respect to the U.S. POL pipelines connecting the POL depots, the U.S. submarine cable under the territorial waters of Japan connected to Camp Sukiran, and the U.S. telecommunications cables connected to the facilities and areas, the Government of Japan will take measures necessary for the use by the United States armed forces under SOFA.

Note 2: There are certain facilities and areas among those listed above which will require that restricted waters be provided contiguous thereto.

Note 3: With respect to the Sea Maneuver Areas to be provided in the territorial waters of Japan and those to be agreed upon on the high seas, the two Governments will continue preparatory work.

LIST B

The following are the facilities and areas which will be returned to Japan after reversion as indicated in the remarks.

	<u>NOMENCLATURE</u>	<u>PRESENT NOMENCLATURE</u>	<u>REMARKS</u>
1	Onna Site (No. 15)	Onna Point Army Annex	On takeover by the Japan Self Defense Forces
2	Chibana Site (portion de- scribed under the "PRESENT NOMENCLATURE") (No. 23)	Chibana Army Annex	Same as above
3	White Beach Area (portion de- scribed under the "PRESENT NOMENCLATURE") (No. 48)	Nishihara Army Annex No. 2	Same as above
4	Naha Site (No. 67)	Naha Army Annex	Same as above
5	Chinen Site No. 1 (No. 68)	Chinen Army Annex No. 1	Same as above

	<u>NOMENCLATURE</u>	<u>PRESENT NOMENCLATURE</u>	<u>REMARKS</u>
6	Chinen Site No. 2 (No. 69)	Chinen Army Annex No. 2	On takeover by the Japan Self Defense Forces
7	Yozadake Air Station (No. 72)	Yozadake Air Station	Same as above
8	Yozadake Site (No. 73)	Yozadake Army Annex No. 1	Same as above
9	Yozadake Army Annex (portion described under the "PRESENT NOMENCLATURE") (No. 74)	Yozadake Army Annex No. 2 (Site "A" only)	Same as above
10	Kume Shima Air Station (No. 79)	Kume Shima Air Station	Same as above
11	Miyako Jima VORTAC Site (No. 86)	Miyako Jima VORTAC Site	On takeover by the Ministry of Transport
12	Miyako Jima Air Station (No. 87)	Miyako Jima Air Station	On takeover by the Japan Self Defense Forces
		Miyako Jima NDB Site	On takeover by the Ministry of Transport

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Note: The question of releasing the Machinato
Housing Area (No. 61) upon completion of
alternative facilities will be a specific
subject of further discussion.

LIST C

The installations and sites now used by the Government of the United States of America the whole or part of which will be released on or prior to reversion include the following:

1. Naha Airport
2. Miwa NDB Site
3. Naha Air Force/Navy Annex (Japanese Government use portion)(No. 66)
4. Naha Tank Farm No. 2 (Yogi Tank Farm)
5. Naha Wheel Area
6. White Beach Area (Japanese Government use portion)(No. 48)
7. Oku Training Area
8. Sedake Training Area No. 2
9. Motobu Quarry
10. Motobu Auxiliary Airfield
11. Ishikawa Beach
12. Tokashiki Army Annex
13. Haneji Army Annex
14. Kadena Site No. 4
15. Site Oki
16. Site Akemichi
17. Site Kuba

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18. Army Police Sub Station, Koza
19. Koza Field Office
20. Protective Shelter, Awase
21. Naha Field Office
22. Sobe Direction Finder Site, West
23. Miyako Jima LORAN-A Transmitting Station
24. Camp Schwab Training Area (approximately
1,043,100 square
meters)(No. 9)
25. Camp Hansen (approximately 390,600 square
meters)(No. 11)
26. Camp Hansen Training Area (approximately 177,400
square meters)(No. 11)
27. Higashionna Ammunition Storage Annex
(approximately 947,100
square meters)(No. 22)
28. Camp Courtney (approximately 396,200 square
meters)(No. 29)
29. Camp Shields (approximately 603,000 square
meters)(No. 32)
30. Camp Hauge (approximately 53,600 square meters)
(No. 33)
31. Camp Kubasaki (approximately 64,700 square
meters)(No. 50)
32. Yozadake Air Station (approximately 72,600
square meters)(No. 72)
33. Kume Shima Air Station (approximately 44,500
square meters)(No. 79)
34. Miyako Jima Air Station (approximately 97,700
square meters)(No. 87)

Note: There are also other installations and sites to be released by virtue of Article VI of the Agreement between the United States of America and Japan concerning the Ryukyu Islands and the Daito Islands.

三〇 キャンプ・ヘーグのうち約五万三千六百平方メートル

(A表第三三号)

三一 キャンプ久場崎のうち約六万四千七百平方メートル(A

表第五〇号)

三二 与座岳航空通信施設のうち約七万二千六百平方メートル

(A表第七二号)

三三 久米島航空通信施設のうち約四万四千五百平方メートル

(A表第七九号)

三四 宮古島航空通信施設のうち約九万七千七百平方メートル

(A表第八七号)

(注) 琉球諸島及び大東諸島に関するアメリカ合衆国と日本

国との間の協定第六条の規定によつて使用を解除される

他の設備及び用地もある。

二二	楚辺方向探知西サイト
二三	宮古島ロランA送信所
二四	キャンプ・シュワブ訓練場のうち約百四万三千百平方メートル(A表第九号)
二五	キャンプ・ハンセンのうち約三十九万六千六百平方メートル(A表第一号)
二六	キャンプ・ハンセン訓練場のうち約十七万七千四百平方メートル(A表第一号)
二七	東恩納弾薬庫のうち約九十四万七千七百平方メートル(A表第二号)
二八	キャンプ・コートニーのうち約三十九万六千二百平方メートル(A表第二十九号)
二九	キャンプ・シールズのうち約六十万三千平方メートル(A表第三二号)

二 一	二 〇	一 九	一 八	一 七	一 六	一 五	一 四	一 三	一 二	一 一	一 〇	九	八
那霸憲兵隊詰所	泡瀬防空待避所	コザ憲兵隊詰所	コザ憲兵隊支署	久場サイト	赤道サイト	大木サイト	嘉手納第四サイト	羽地陸軍補助施設	渡嘉敷陸軍補助施設	石川ビーチ	本部補助飛行場	本部採石所	瀬嵩第二訓練場

C 表

アメリカ合衆国政府が現に使用している設備及び用地で、沖縄の復帰の際又はその前にその全部又は一部が使用を解除されるものは、次のものを含む。

- 一 那覇空港
- 二 三和 N D B 施設
- 三 那覇空軍・海軍補助施設のうち日本国政府が使用する部分
(A 表第六六号)
- 四 那覇第二貯油施設(与儀貯油施設)
- 五 那覇ホイル地区
- 六 ホワイト・ビーチ地区のうち日本国政府が使用する部分
(A 表第四八号)
- 七 奥訓練場

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一 二	
宮古島航空通信施設 (A表第八七号)	
宮古島航空通信施設	宮古島NDB施設
自衛隊による引継 ぎの際	運輸省による引継 ぎの際

(注) 牧港住宅地区(A表第六一号)の代替施設完成による返還の問題は、今後の検討の特定の主題とされる。

一 一	一 〇	九	八	七	六	五
宮古島ヴォルタック施設 (A表第八六号)	久米島航空通信施設 (A表第七九号)	与座岳陸軍補助施設(「現 行の名称」欄に掲げる部分 に限る。) (A表第七四号)	与座岳サイト (A表第七三号)	与座岳航空通信施設 (A表第七二号)	知念第二サイト (A表第六九号)	知念第一サイト (A表第六八号)
宮古島ヴォルタック施設	久米島航空通信施設	与座岳第二陸軍補助施設 (サイトA)	与座岳第一陸軍補助施設	与座岳航空通信施設	知念第二陸軍補助施設	知念第一陸軍補助施設
運輸省による引継 ぎの際	右に同じ。	右に同じ。	右に同じ。	右に同じ。	右に同じ。	自衛隊による引継 ぎの際

B 表

次の施設及び区域は、沖縄の復帰の後、備考欄に記載するところ
に従つて日本国に返還されるものである。

番号	一	二	三	四
名称	恩納サイト (A表第一五号)	知花サイト(「現行の名称」 欄に掲げる部分に限る。) (A表第二三号)	ホワイト・ビーチ地区(「 現行の名称」欄に掲げる部 分に限る。) (A表第四八号)	那覇サイト (A表第六七号)
現行の名称	恩納ポイント陸軍補助施設	知花陸軍補助施設	西原第二陸軍補助施設	那覇陸軍補助施設
備考	自衛隊による引継 ぎの際	右に同じ。	右に同じ。	右に同じ。

め必要な措置をとる。

(注 2)

この表に掲げる施設及び区域のうちには、これらに接続する制限水域の提供を必要とするものがある。

(注 3)

両国政府は、日本国の領海内で提供される演習水域及び合意される公海上の演習水域に関し、引き続き準備作業を行なう。

(注 1) 日本国政府は、貯油施設を結ぶ合衆国の送油管、キャ
ブ瑞慶覧に接続する合衆国の海底電線のうち日本国の領海
にある部分並びに施設及び区域に接続する合衆国の電気通
信線に関し、地位協定に従い、合衆国軍隊による使用のた

八八	沖大東島射爆撃場	沖大東島射爆撃場	
八七	宮古島航空通信施設	宮古島航空通信施設	B表参照
八六	宮古島ヴォルタック施設	宮古島ヴォルタック施設	B表参照
八五	赤尾嶼射爆撃場	赤尾嶼射爆撃場	
八四	黄尾嶼射爆撃場	黄尾嶼射爆撃場	
八三	前島訓練場	前島訓練場	地位協定第二条4 (b)の使用
八二	津堅島訓練場	津堅島訓練場	
八一	浮原島訓練場	浮原訓練場	地位協定第二条4 (b)の使用

七三	与座岳サイト	
七四	与座岳陸軍補助施設	
七五	南部弾薬庫	
七六	陸軍貯油施設	
七七	鳥島射爆撃場	
七八	出砂島射爆撃場	
七九	久米島航空通信施設	
八〇	久米島射爆撃場	
七三	与座岳第一陸軍補助施設	B表参照
七四	与座岳第二陸軍補助施設 (サイトA及びB)	B表参照
七五	南部弾薬庫	
七六	キャンプ桑江第一及び第二 貯油施設	
七六	金武湾第一、第二及び第三 貯油施設	
七六	天願ブースター・ステーション	
七六	キャンプ桑江ブースター・ ステーション	
七七	琉球射爆撃場	
七八	出砂島射爆撃場	
七九	久米島航空通信施設	B表及びC表参照
八〇	久米島射爆撃場	

五一	普天間飛行場		普天間海兵隊飛行場
五二	キャンプ・マーシー	キャンプ・マーシー（牧港H地区）	普天間海兵隊飛行場通信所
五三	キャンプ・ブーン	キャンプ・ブーン（牧港J地区）	
五四	牧港倉庫	沖繩リージョナル・エクスチェンジ倉庫	
五五	牧港サーグイス事務所	ポスト・サーグイス・オフィス	
五六	牧港補給地区	牧港補給地区	
五七	牧港補給地区補助施設	第七心理作戦部隊倉庫	
五八	牧港調達事務所	牧港海軍倉庫	
五九	浦添倉庫	調達事務所	
		陸軍戦略通信部倉庫	

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姓名	性别	年龄	职业	籍贯	民族	宗教信仰	婚姻状况	健康状况	教育程度	特长	爱好	其他
张三	男	25	教师	汉族	无	已婚	良好	本科	普通话	书法	阅读	
李四	女	30	医生	汉族	无	已婚	良好	本科	英语	游泳	运动	
王五	男	35	工程师	汉族	无	已婚	良好	本科	计算机	摄影	旅行	
赵六	女	28	会计	汉族	无	已婚	良好	本科	数学	烹饪	购物	
孙七	男	40	公务员	汉族	无	已婚	良好	本科	法律	钓鱼	喝茶	
周八	女	32	护士	汉族	无	已婚	良好	本科	护理	唱歌	跳舞	
吴九	男	38	程序员	汉族	无	已婚	良好	本科	编程	打游戏	看电影	
郑十	女	26	设计师	汉族	无	已婚	良好	本科	美术	画画	手工	
冯十一	男	33	销售经理	汉族	无	已婚	良好	本科	销售	应酬	健身	
陈十二	女	29	银行职员	汉族	无	已婚	良好	本科	金融	理财	购物	
林十三	男	31	自由职业者	汉族	无	已婚	良好	本科	写作	旅行	阅读	
黄十四	女	34	人力资源	汉族	无	已婚	良好	本科	管理	沟通	组织	
徐十五	男	36	项目经理	汉族	无	已婚	良好	本科	项目管理	团队合作	领导力	
马十六	女	27	市场专员	汉族	无	已婚	良好	本科	市场营销	推广	创意	
朱十七	男	39	产品经理	汉族	无	已婚	良好	本科	产品设计	用户调研	创新	
李十八	女	37	运营专员	汉族	无	已婚	良好	本科	运营	活动策划	执行力	
王十九	男	41	财务总监	汉族	无	已婚	良好	本科	财务管理	风险控制	决策力	
赵二十	女	30	行政助理	汉族	无	已婚	良好	本科	行政	文书处理	协调力	
孙二十一	男	32	IT支持	汉族	无	已婚	良好	本科	IT	故障排除	耐心	
周二十二	女	28	客服专员	汉族	无	已婚	良好	本科	客服	客户沟通	亲和力	
吴二十三	男	35	销售主管	汉族	无	已婚	良好	本科	销售	团队管理	领导力	
郑二十四	女	31	培训师	汉族	无	已婚	良好	本科	培训	课程设计	表达能力	
冯二十五	男	33	人力资源	汉族	无	已婚	良好	本科	人力资源	招聘	面试	
陈二十六	女	29	行政助理	汉族	无	已婚	良好	本科	行政	文书处理	协调力	
林二十七	男	31	IT支持	汉族	无	已婚	良好	本科	IT	故障排除	耐心	
黄二十八	女	27	客服专员	汉族	无	已婚	良好	本科	客服	客户沟通	亲和力	
徐二十九	男	35	销售主管	汉族	无	已婚	良好	本科	销售	团队管理	领导力	
马三十	女	31	培训师	汉族	无	已婚	良好	本科	培训	课程设计	表达能力	
朱三十一	男	33	人力资源	汉族	无	已婚	良好	本科	人力资源	招聘	面试	
李三十二	女	29	行政助理	汉族	无	已婚	良好	本科	行政	文书处理	协调力	
王三十三	男	31	IT支持	汉族	无	已婚	良好	本科	IT	故障排除	耐心	
赵三十四	女	27	客服专员	汉族	无	已婚	良好	本科	客服	客户沟通	亲和力	
孙三十五	男	35	销售主管	汉族	无	已婚	良好	本科	销售	团队管理	领导力	
周三十六	女	31	培训师	汉族	无	已婚	良好	本科	培训	课程设计	表达能力	
吴三十七	男	33	人力资源	汉族	无	已婚	良好	本科	人力资源	招聘	面试	
郑三十八	女	29	行政助理	汉族	无	已婚	良好	本科	行政	文书处理	协调力	
冯三十九	男	31	IT支持	汉族	无	已婚	良好	本科	IT	故障排除	耐心	
陈四十	女	27	客服专员	汉族	无	已婚	良好	本科	客服	客户沟通	亲和力	
林四十一	男	35	销售主管	汉族	无	已婚	良好	本科	销售	团队管理	领导力	
黄四十二	女	31	培训师	汉族	无	已婚	良好	本科	培训	课程设计	表达能力	
徐四十三	男	33	人力资源	汉族	无	已婚	良好	本科	人力资源	招聘	面试	
马四十四	女	29	行政助理	汉族	无	已婚	良好	本科	行政	文书处理	协调力	
朱四十五	男	31	IT支持	汉族	无	已婚	良好	本科	IT	故障排除	耐心	
李四十六	女	27	客服专员	汉族	无	已婚	良好	本科	客服	客户沟通	亲和力	
王四十七	男	35	销售主管	汉族	无	已婚	良好	本科	销售	团队管理	领导力	
赵四十八	女	31	培训师	汉族	无	已婚	良好	本科	培训	课程设计	表达能力	
孙四十九	男	33	人力资源	汉族	无	已婚	良好	本科	人力资源	招聘	面试	
周五十	女	29	行政助理	汉族	无	已婚	良好	本科	行政	文书处理	协调力	

二三	知花サイト	知花陸軍補助施設	B 表参照
二四	石川陸軍補助施設	石川陸軍補助施設	
二五	読谷陸軍補助施設	読谷第二陸軍補助施設	
二六	楚辺通信所	楚辺海軍通信補助施設 楚辺方向探知東サイト	
二七	読谷補助飛行場	読谷補助飛行場	
二八	天願棧橋	天願棧橋	
二九	キャンプ・コートニー	キャンプ・コートニー	C 表参照
三〇	天願通信所	天願戦略通信所	
三一	キャンプ・マクトリアス	キャンプ・マクトリアス	
三二	キャンプ・シールズ	キャンプ・シールズ	C 表参照
三三	キャンプ・ヘーグ	キャンプ・ヘーグ	C 表参照

二二										二一										二〇									
嘉手納弾薬庫地区										ボロー・ポイント射撃場										金武ブルー・ビーチ訓練場									
東恩納弾薬庫										読谷第一陸軍補助施設										金武ブルー・ビーチ訓練場									
嘉手納タカン施設										ボロー・ポイント陸軍補助施設										ボロー・ポイント射撃場									
嘉手納ウォルタック施設										嘉手納第一サイト																			
知花弾薬庫										読谷第一陸軍補助施設																			
陸軍混成サーヴィス群弾薬庫										嘉手納弾薬庫																			
読谷合同廃弾処理場										比謝川サイト																			
波平弾薬庫																													
C表参照																													

一九	一八	一七	一六	一五	一四	一三	一二	一一	一〇
金武レッド・ビーチ訓練場	屋嘉レスト・センター	ギンバル訓練場	屋嘉訓練場	恩納サイト	キャンプ・ハーディ	恩納通信所	久志訓練場	キャンプ・ハンセン	辺野古弾薬庫
金武レッド・ビーチ訓練場	屋嘉レスト・センター	嘉手納第三サイト	屋嘉訓練場	恩納ポイント陸軍補助施設	キャンプ・H・F・ハーディ	恩納ポイント通信所	久志訓練場	キャンプ・ハンセン訓練場	辺野古弾薬庫 辺野古海軍弾薬庫
			(b) 地位協定第二条 の使用	B 表参照			(b) 地位協定第二条 の使用	C 表参照 C 表参照	

九				八	七	六	五	四	三	二	一	番号	名 称
キャンプ・シュワブ				瀬嵩訓練場	慶佐次通信所	八重岳通信所	伊江島補助飛行場	奥間レスト・センター	川田訓練場	安波訓練場	北部訓練場		
キャンプ・シュワブLST 露宿施設				瀬嵩第一訓練場	慶佐次ロランA・C送信所	八重岳通信所	伊江島補助飛行場	奥間レスト・センター	川田訓練場	安波訓練場	北部海兵隊訓練場	現行の名称	
C表参照				(b) 地位協定第二条 の使用					(b) 地位協定第二条 の使用	(b) 地位協定第二条 の使用		備 考	

A
表

次の設備及び用地は、アメリカ合衆国政府及び日本国政府がその間で別段の合意をしない限り、千九百六十年一月十九日に署名されたアメリカ合衆国と日本国との間の相互協力及び安全保障条約第六条に基づく施設及び区域並びに日本国における合衆国軍隊の地位に關する協定（以下「地位協定」という。）第二条の規定により、現在、の境界線内で又は備考欄に記載するところに従い、合衆国軍隊が沖縄の復帰の日から使用する施設及び区域として合同委員会において合意する用意のある設備及び用地である。合同委員会における協定は、琉球諸島及び大東諸島に關するアメリカ合衆国と日本国との間の協定の効力発生の日に締結される。その準備作業が同日前に十分な余裕をもつて終了するよう、あらゆる努力が払われる。

了解覚書

別紙の表は、本日署名された琉球諸島及び大東諸島に関するアメリカ合衆国と日本国との間の協定第三条の規定に關しアメリカ合衆国政府と日本国政府との間で行なわれた討議の結果を示すものである。

千九百七十一年六月十七日に東京で

日本国駐在アメリカ合衆国特命全權大使

Chirami H. McGehee

日本国外務大臣

後
如
換
一

[Exchanges of Notes] [1]

つて前記の取極を確認する閣下の返簡が、本日署名された琉球諸島及び大東諸島に関する日本国とアメリカ合衆国との間の協定の効力発生の日に効力を生ずる両政府間の合意を構成するものとみなすことを提案する光榮を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

千九百七十一年六月十七日に東京で

日本国外務大臣

發
知
換
—

日本国駐在アメリカ合衆国特命全權大使

アーミン・H・マイヤー閣下

¹ For the English language text of the Japanese note regarding the Voice of America facility, see p. 536.

の妨害をできる限りすみやかに除去するため必要な措置をとる。

5 アメリカ合衆国政府は、中継局の活動から又はこれに関連して生ずる中継局又はその職員に対するすべての請求を公正かつ迅速に解決する責任を負う。

6 中継局を通じて中継される番組に関する責任は、アメリカ合衆国政府のみが負う。もつとも、日本国政府は、必要と認めるときはその番組につき自己の見解を表明する権利を留保し、アメリカ合衆国政府は、日本国政府が表明した見解を尊重する。

7 この取極の実施のための細目は、必要に応じ、両政府の権限のある当局の間で合意する。

本大臣は、さらに、この書簡及びアメリカ合衆国政府に代わ

のある当局が現在の特性を基礎として承認する。その承認を受けた特性のその後のいかなる変更についても、日本国政府の権限のある当局の承認を受けなければならない。中継局は、例外的な場合には、日本国政府の権限のある当局の承認を受けたりえ、(1)。及び(2)に定める限度をこえて臨時に放送時間を延長することができる。

3 アメリカ合衆国政府は、国際電気通信条約に附属する無線通信規則に従い、国際周波数登録委員会に対し、中継局に対する周波数の割当て（季節別高周波放送計画表を含む。）を通告する。アメリカ合衆国政府の権限のある当局は、その通告の細目を日本国政府の権限のある当局に通報する。

4 アメリカ合衆国政府は、日本国の電波関係法令によつて規律される無線局又は受信設備が中継局から受ける混信その他

(2)	a 短波放送 送信機	b 一日当たりの周波数時間	(3) 使用言語	(4) 現在使用されている言語に限る。 中継局が使用する放送用、無線テレタイプ用及び連絡用の周波数その他電波の発射の基本的特性に関する事項 (1) から (3) までの事項を除く。については、日本国政府の権限
	一〇〇キロワットのもの	一台以内		
	三五キロワットのもの	二台以内		
	一五キロワットのもの	一台以内		
	五キロワットのもの	一台以内		
		三二・五時間以内		
		六面以内		

アンテナ	二七
付随の諸施設	
0 北谷村浜川の住宅及び業務用施設	
住宅	九
事務用建物	一
運営用建物	一
アンテナ	五
付随の諸施設	
2 中継局の送信活動の範囲は、次のとおりとする。	
(1) 中波放送	
a 周波数	一、一七八キロサイクル
b 電力	一、〇〇〇キロワット以下
c 一日当たりの送信時間	六時間以内

書簡をもつて啓上いたします。本大臣は、本日署名された琉球諸島及び大東諸島に関する日本国とアメリカ合衆国との間の協定第八条の規定に言及するとともに、同条にいう取極を次のとおり提案する光榮を有します。

1 ヴォイス・オヴ・アメリカ中継局（以下「中継局」という。）は、アメリカ合衆国政府が所有する次の施設で構成される。

A 国頭村奥間の送信局

運営用建物

一四

住宅

一四

アンテナ

二二

付随の諸施設

B 恩納村万座毛の受信局

運営用建物

三

No. 314

TOKYO, June 17, 1971

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honor to refer to Article VIII of the Agreement between Japan and the United States of America concerning the Ryukyu Islands and the Daito Islands signed today and to propose the arrangements referred to in the said Article as follows:

1. The Voice of America relay station (hereinafter referred to as "the relay station") will consist of the following facilities owned by the Government of the United States of America:

A. Transmitting station at Okuma, Kunigami Village:

- 14 operational buildings,
- 14 residence houses,
- 22 antennas, and
- auxiliary facilities.

B. Receiving station at Manzamo, Onna Village:

- 3 operational buildings,
- 27 antennas, and
- auxiliary facilities.

C. Housing and administrative facilities at Hamakawa, Chatan Village:

- 9 residence houses,
- 1 administrative building,
- 1 operational building,
- 5 antennas, and
- auxiliary facilities.

2. The scope of the transmission activities of the relay station shall be as set forth below:

(1) Medium wave broadcasting

- a. Frequency: 1,178 KC
- b. Power: not exceeding 1,000 KW
- c. Transmission hours per day: not exceeding 6 hours.

(2) Short wave broadcasting

a. Number of transmitters: not exceeding

100 KW	1
35 KW	2
15 KW	1
5 KW	1

b. Frequency-hours per day: not exceeding 32.5 hours.

c. Number of antennas: not exceeding 6.

(3) Languages used

No languages other than those presently used.

(4) Matters concerning frequencies and other basic characteristics of emission used by the relay station for broadcasting,

radio teletype and communication links other than those listed above will be approved by the competent authorities of the Government of Japan on the basis of the existing characteristics. Any subsequent changes in the characteristics thus approved will be subject to approval of the competent authorities of the Government of Japan. In exceptional cases, the relay station may extend, on an ad hoc basis, its broadcasting hours beyond the limits provided for in (1)c and (2)b above with the approval of the competent authorities of the Government of Japan.

3. The Government of the United States of America will notify the International Frequency Registration Board of frequency assignments, including seasonal high frequency broadcasting schedules, for the relay station in accordance with the Radio Regulations [1] attached to the International Telecommunication Convention. [7] The competent authorities of the Government of the United States of America will inform those of the Government of Japan of the particulars of such notification.

4. The Government of the United States of America will take necessary steps to remove, as quickly as possible, any jamming or interference caused by the relay station to radio stations or radio receiving facilities regulated by the relevant radio laws of Japan.

5. The Government of the United States of America shall be responsible for just and expeditious settlement of all claims against the relay station or its employees arising from or in connection with its activities.

6. Sole responsibility for the programs relayed through the relay station will rest with the Government of the United States of America. The Government of Japan, however, reserves the right to express its views on the said programs as it considers necessary, and the Government of the United States of America will respect the views so expressed.

7. Details for the implementation of these arrangements will be agreed upon as may be necessary between the competent authorities of the two Governments.

I have further the honor to propose that the present Note and Your Excellency's Note in reply confirming the foregoing arrangements on behalf of the Government of the United States of America shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of entry into force of the Agreement between Japan and the United States of America concerning the Ryukyu Islands and the Daito Islands signed today.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration."

¹ TIAS 4893, 5603, 6332, 6590; 12 UST 2377; 15 UST 887; 18 UST 2091; 19 UST 6717.

² TIAS 6267; 18 UST 575.

I have further the honor to confirm the above arrangements on behalf of the Government of the United States of America and agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of entry into force of the Agreement between the United States of America and Japan concerning the Ryukyu Islands and the Daito Islands signed today.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

ARMIN H. MEYER

His Excellency

KIICHI AICHI

Minister for Foreign Affairs of Japan

No. 213

TOKYO, June 17, 1971

EXCELLENCY:

I have the honor to refer to the Agreement between the United States of America and Japan concerning the Ryukyu Islands and the Daito Islands signed today and to confirm the understanding reached between the two Governments that the Government of the United States of America will undertake, in consultation with the Government of Japan, to complete necessary preparations as expeditiously as possible for settlement of the question arising out of the submersion of lands in the military port of Naha through disposition of the lands reclaimed and now held by the Government of the United States of America in these islands to the extent necessary for this purpose.

I should be appreciative if Your Excellency would confirm the foregoing on behalf of your Government.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

ARMIN H. MEYER

His Excellency

KIICHI AICHI

Minister for Foreign Affairs of Japan

する光榮を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

千九百七十一年六月十七日に東京で

日本国外務大臣

愛知揆一

日本国駐在アメリカ合衆国特命全權大使

アーミン・H・マイヤー閣下

書簡をもつて啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことを確認する光榮を有します。

本使は、本日署名された琉球諸島及び大東諸島に関するアメリカ合衆国と日本国との間の協定に言及するとともに、アメリカ合衆国政府が、日本国政府と協議したうえ、これらの諸島において埋め立てた土地で現に保有しているものを必要な限度において処分することにより那覇軍港内の土地の海没から生じた問題を解決するためできる限りすみやかに必要な準備を完了することを引き受ける旨の両政府間で到達した了解を確認する光榮を有します。

本使は、閣下が日本国政府に代わつて前記のことを確認されれば幸いです。

本大臣は、さらに、日本国政府に代わつて前記の了解を確認

*Translation**June 17, 1971***EXCELLENCY:**

I have the honor to acknowledge the receipt of Your Excellency's note of today's date, which reads as follows:

[For the English language text, see p. 538.]

I have further the honor to confirm the foregoing understanding on behalf of the Government of Japan.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

KIICHI AICHI

TIAS 7314

千九百七十一年六月十七日に東京で

日本国外務大臣

愛知揆一

アメリカ合衆国大使

アーミン・H・マイヤー殿

日本国政府は、前記の閣議決定に示す政策の実施及び輸入割当てにあたり、外国企業に対して差別的取扱いをしない。

Ⅷ 放送事業

極東放送会社の運営に関し、日本国政府は、沖縄の復帰の後、同社に対する無線局の免許につき次のとおり必要な措置をとる。

1 日本国政府は、日本国の関係法令に従い、財団法人極東放送による日本語の放送を許す。

2 極東放送会社が現在行なっている英語の放送については、沖縄の復帰の後五年間この放送を継続することが認められる。この放送は、日本国の関係法令の定める条件に従って行なう。

敬具

VII

輸入割当て

告に係る純損失で沖縄の所得税法による繰越控除の対象となりうるものについても、同様とする。

- (b) 地方公共団体が課する事業税及び住民税についても、
(a)と同様とする。

日本国政府は、千九百七十年十一月二十日の閣議決定に示すとおり、日本国の関係法令の適用が沖縄における民生及び事業活動に及ぼすことのある影響を緩和するため、必要に応じ、沖縄への物資の輸入につき品目ごとに特別の配慮をする。数量制限物資の輸入については、日本国政府は、前記の閣議決定に照らして、各企業に対し沖縄へのその輸入の実績に基づいて割当てを行ない、また、需給関係等に照らして合理的な輸入増加の必要性をも考慮する。

き、沖縄の復帰の後新たに日本国の税法に基づき遡^そ及して課税する意図を有しないことを確認する。このことは、日本国政府が、外国企業の活動及び財産であつて復帰前の沖縄において沖縄の税法（民政府布令を含む）に基づいて課税されるべきであつたものにつき、当該税法によつて適正に課税されていない場合には、沖縄の復帰の後、日本国の法律としての効力を認められることとなろう沖縄の税法（民政府布令を含む）に基づいて課税する権利を放棄することを意味するものではない。

2
(a) 日本国政府は、青色申告に係る欠損金で沖縄の法人税法により繰越控除の対象となりうるが実際にはその適用を受けていないものにつき、原則として、沖縄の復帰の後、日本国の法人税法による繰越控除を認める。青色申

沖繩の関係法令に基づく免許を受けている獣医師は、復
帰後の沖繩においてその業務を行なうことを認められる。

4 公認会計士

沖繩において適法にその業務を行なっている公認会計士
で、合衆国その他の外国において日本国の公認会計士の場
合に相当する要件を満たす者として資格を与えられており、
かつ、会計に関する日本国の法令について十分な知識を有
するものは、日本国の大蔵大臣による資格の承認及び日本
公認会計士協会への登録を経たうえ、その業務を行なうこ
とを認められる。その承認は、沖繩の復帰の後すみやかに
与えられる。

V 課税

1 日本国政府は、復帰前の沖繩における活動及び財産につ

3

試験予備試験を受ける資格を認められる。それらの試験は、必要に応じ英語で行なうものとし、英語で試験に合格した者は、沖縄においてその業務を行なうことを許される。

(b) 那覇市のアドヴェンティスト・メディカル・センターにおいて医務活動を行なうため復帰後の沖縄に来る医師及び歯科医師については、同センターの業務を継続する必要性を考慮し、日本国の法令に基づき医師又は歯科医師の国家試験又は国家試験予備試験を受ける資格を認める。それらの試験は、必要に応じ英語で行なうものとし、英語で試験に合格した者は、同センターにおいて医務活動を行なうことを許される。

獣医師

とおりとする。

1 弁護士

千九百七十一年一月一日前から沖縄において継続して業務に従事している外国人弁護士は、日本国の最高裁判所の承認を受けること及び沖縄に法律事務所を保有することを条件として、沖縄の復帰の後、外国法に関する弁護士業務を従前どおり行なうことを認められる。

2 医師及び歯科医師

(a) 沖縄の復帰の日現在沖縄の関係法令に基づく医師又は歯科医師の免許を受けている外国人の医師及び歯科医師は、沖縄の復帰の後相当の期間沖縄において従前どおりその業務を行なうことを許され、また、その期間中日本国の法令に基づき医師又は歯科医師の国家試験又は国家

N
外貨送金

1 外資に関する法律に基づく認可を受けた投資に係る元本及び利潤については、交換性のある外貨に交換し及び自由に外国へ送金することが同法によつて保証される。個人営業者の場合には、利潤及び清算代金の送金は、確認を経たうえ自動的に認められる。

2 沖縄の復帰の時点において沖縄の銀行にドル預金を保有している外国人居住者は、復帰の後、引き続き当該ドル勘定を保有し又はこれを円勘定に交換することができる。

それらの勘定の外国への送金は、外国為替及び外国貿易管理法に定めるところによる。

V
自由職業者

復帰後の沖縄における外国人自由職業者の取扱いは、次の

Ⅲ

いて外貨支払の保証を得ることを希望する外国投資家は、沖縄の復帰の後、そのような契約又は権利について外資に關する法律に基づく認可の申請を行なう必要がある。その認可は、すみやかに与えられる。

国有地及び県有地の賃貸借

沖縄における国有地及び県有地の賃貸借については、沖縄の復帰の後一年間現在と同様の条件でこれを継続することができるよう必要な措置がとられる。その後の賃貸借については、その一年の期間中に關係当事者の間で取りきめることとする。

復帰後の沖縄における国有地及び県有地の賃貸借は、日本の法令に基づいて行なわれ、また、合衆国の賃借人は、外国人であることを理由として差別されることはない。

II

い、日本国政府の要請した調整を行なう必要がある。

3 1 及び 2 の手続が完了するまでの間、関係企業が事業の継続を許されるため、必要な経過措置がとられる。

4 前記の企業及び個人営業者は、2 の条件に従う限り、沖縄の復帰の後、日本国の関係法令に従い、日本全国において取引を行なうことができる。

私有財産

1 復帰後の沖縄における外国人及び外国企業の私有財産は、適法に取得された私有地及び家屋の所有権及び賃借権を含め、本土における外国人及び外国企業の私有財産の場合と同様に、日本国の法令の下で尊重される。

2 技術援助契約、受益証券、社債、貸付金債権及び経営に影響を及ぼすことがない株式取得に係る元本及び利潤につ

間内に申請を行なう必要がある。ただし、個人営業者は、外資に関する法律に基づく認可を受ける必要がない。

2 日本国政府は、本日現在沖繩において適法に事業を営んでいる外国の企業及び個人営業者が現に有効な琉球政府の免許又はその他の許可によつて行なっている事業の継続を確保するため、1の手続に従い、それらの企業及び個人営業者に対しすみやかに1の認可、免許又は許可を与える。ただし、

(a) 当該認可、免許又は許可については、新たに事業所を開設し又は現在の事業所を沖繩外の日本国の地域に移転することは含まず、そのような開設又は移転のためには別途申請を行なう必要がある。

(b) ある種の企業は、日本国の関係当局との間の了解に従

*The Minister for Foreign Affairs of Japan to the
American Ambassador* [1]

拜啓

本大臣は、千九百六十九年十一月二十一日に発表された佐藤総理大臣とニクソン大統領との間の共同声明第九項並びに復帰後の沖縄における外国人及び外国企業の取扱いに関する両国政府の代表者の間の最近の会談に言及し、日本国政府がこの問題を同情的に取り扱うことを希望して次の方針を決定したことを貴大使に通報いたします。

1 事業活動

1 各企業は、日本国の外資に関する法律に基づく認可及び、ある種の事業活動については、日本国のその他の法律に基づく免許又は許可を受けるため、沖縄の復帰の後妥当な期

¹ For the English language translation, see p. 554.

Translation

Tokyo, June 17, 1971.

Dear Mr. Ambassador:

With reference to paragraph 9 of the Joint Communiqué between Prime Minister Sato and President Nixon issued on November 21, 1969, and to the recent talks between the representatives of the two Governments concerning the treatment after reversion of foreign nationals and firms in Okinawa, I wish to inform you that the Government of Japan, desirous of treating the matter in a sympathetic manner, has decided on the following policies:

I. Business activities

1. Each firm will be requested to make application, within a reasonable period of time after the reversion of Okinawa, for validation under the Law Concerning Foreign Investment and, with certain business activities, for

licence

The Honorable Armin H. Meyer
Ambassador of the United States
of America

TIAS 7814

licence or permit under other laws of Japan. Individual entrepreneurs will not be required to obtain validation under the Law Concerning Foreign Investment.

2. The Government of Japan will promptly accord the said validation, licence or permit through the above-mentioned procedure to those firms and individual entrepreneurs which are legitimately engaged in business in Okinawa as of this date, in order to ensure the continuation of their businesses in accordance with presently valid licences of the Government of the Ryukyu Islands or other authorization, provided that:

- (a). the said validation, licence or permit will not cover the establishment of a new branch and the removal of their fixed base of business to any other place in Japan outside Okinawa, for which a separate application will be required, and
- (b) certain firms will have to make the adjustments requested by the Government of Japan in accordance with the understandings between the Japanese authorities and the firms concerned.

3.

3. Pending the completion of the procedure mentioned in preceding paragraphs, necessary transitional measures will be taken under which the firms concerned will be allowed to continue their business operations in the meantime.

4. Subject to the conditions mentioned in paragraph 2 above, these firms and individual entrepreneurs may engage in transactions throughout Japan after reversion in accordance with the relevant laws and regulations of Japan.

II. Private properties

1. The private properties of foreign individuals and firms in Okinawa, including the ownership and leases of private lands and houses duly acquired, will be respected after reversion under the Japanese laws and regulations as in the case of such properties of foreign individuals and firms in mainland Japan.

2. Those foreign investors desiring assurances that principals of and profits accruing from technical assistance contracts, beneficiary certificates, debentures, claimable assets and stock acquisition not affecting

business

business management be paid in foreign currency should apply after reversion for the validation of such contracts or rights under the Law Concerning Foreign Investment. Such validation will promptly be given.

III. Leasing of state and prefectural lands

With respect to the leasing of state and prefectural lands in Okinawa, necessary measures will be taken so that such leasing may continue for a period of one year after reversion under the same conditions as in the present. The leasing of such lands for the period to follow will be subject to arrangements to be made between the parties concerned during the said one year period.

The leasing of state and prefectural lands in Okinawa after reversion will be made under the relevant laws and regulations of Japan, and no discrimination will be made against United States lessees for the reason that they are foreign lessees.

IV. Remittance in foreign currency

1. With respect to the investment validated under the Law Concerning Foreign Investment, conversion into convertible foreign

foreign currency as well as free remittance to foreign countries of principals and profits accruing from the investment are guaranteed under the said law. Remittance of profits or funds generated through liquidation in the case of individual entrepreneurs will automatically be approved upon verification.

2. Foreign residents who hold dollar deposits in an Okinawan bank at the time of reversion may continue, after reversion, to hold dollar accounts or may convert them into yen accounts.

The remittance abroad of such accounts will be governed by the provisions of the Foreign Exchange and Foreign Trade Control Law.

V. Professionals

The treatment of foreign professionals in Okinawa after reversion will be as follows:

(1) Lawyers

Foreign lawyers who have been continuously practicing in Okinawa since January 1, 1971, will be allowed to practice, as in the present, concerning foreign laws after reversion subject to the approval

by

by the Supreme Court of Japan, provided that each lawyer will maintain his office in Okinawa.

(2) Doctors and dentists

(a) Foreign doctors and dentists licensed under the pertinent laws in Okinawa as of the date of reversion will be allowed, for a considerable length of period, to practice, after reversion, as in the present in Okinawa, and will be qualified to take the National Medical Examination or the Preparatory Examination for the National Medical Examination for doctors or dentists under the relevant laws and regulations of Japan during the said period of time. If necessary, such examination will be given in English, provided that those who will have passed the National Medical Examination in English will be allowed to practice in Okinawa.

(b) Recognizing the necessity of continuation of operations of the Adventist Medical Center in Naha City, doctors or dentists who will come to Okinawa after reversion to practice at the Adventist Medical Center will be qualified to take the National Medical Examination or the Preparatory Examination for the National Medical Examination for doctors or dentists under the relevant laws and regulations of Japan.

If

If necessary, such examination will be given in English, provided that those who will have passed the National Medical Examination in English will be allowed to practice at the said facility.

(3) Veterinarians

Those veterinarians licenced under the pertinent laws in Okinawa will be allowed to practice after reversion in Okinawa.

(4) Certified public accountants

Those certified public accountants who have been legitimately operating in Okinawa, have been certified in a foreign country such as the United States with requirements corresponding to those of Japanese certified public accountants and who possess sufficient knowledge of Japanese laws and regulations concerning accounting, will be allowed to practice upon the approval of their qualifications by the Minister of Finance of Japan and the registry of their names with the Japanese Institute of Certified Public Accountants. Such approval will promptly be given after reversion.

VI. Taxation

1. The Government of Japan confirms that it has no intention to impose after reversion any retroactive taxation

taxation under Japanese tax laws and regulations in respect of activities or property in Okinawa before reversion. This does not mean that the Government of Japan renounces the right to impose taxation in accordance with the provisions of the tax laws in Okinawa (including USCAR Ordinances), which will be deemed as having the validity as Japanese tax laws and regulations, in case where taxation which should have been imposed on activities or property of foreign firms in Okinawa prior to reversion under the tax laws in Okinawa (including USCAR Ordinances) have not been imposed properly in accordance with such laws.

2. (a) .With respect to the business losses based upon the filing of Blue Returns, for which a carry-over could have been approved under the Corporation Tax Law in Okinawa but has not actually been applied, the Government of Japan will in principle permit a carry-over thereof after reversion in accordance with the provisions of the Japanese Corporation Tax Law. The same treatment will be extended with respect to net losses presented in Blue Returns, carry-over of deduction of which is permitted under the Income Tax Law in Okinawa.

(b) Paragraph (a) above will be also applied with respect to Enterprise Tax and Local Inhabitants Tax imposed

imposed by the local authorities.

VII. Import Quotas

The Government of Japan, as indicated in the Cabinet Decision of November 20, 1970, will give special consideration, where necessary, with respect to the importation of goods into Okinawa on an item-by-item basis, with a view to alleviating any impact which the application of the relevant laws and regulations of Japan may have on the livelihood of residents and the business activities of firms in Okinawa.

With respect to imports of goods under quantitative restrictions, the Government of Japan will, in the light of the above-mentioned decision, grant quotas to individual foreign firms on the basis of the past records of imports of such goods into Okinawa and also take into account the necessity for a reasonable increase of such imports in the light of the market situation and other relevant factors.

In implementing the policies mentioned in the said Cabinet decision and granting such quotas, the Government of Japan will not discriminate against foreign firms.

VIII. Broadcasting

With respect to the operation of the Far East

Broadcasting

Broadcasting Company, the Government of Japan will take the necessary measures concerning the licensing after reversion of radio stations for the Far East Broadcasting Company as follows:

- (1) The Government of Japan will permit broadcasting in the Japanese language by the "Zaidan Hojin Kyokuto Hoso" in accordance with the relevant laws and regulations of Japan.
- (2) With respect to broadcasting in the English language now conducted by the Far East Broadcasting Company, such operation will be authorized to continue for a period of five years after reversion. The operation will be carried out under the conditions provided for by the relevant laws and regulations of Japan.

Sincerely yours,

KIICHI AICHI

Minister for Foreign Affairs

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MEMORANDUM OF UNDERSTANDING

With respect to the return of administrative rights over Okinawa to Japan, the representatives of the Government of the United States of America and the Government of Japan have reached the following understandings on the questions of air services to and through Okinawa, in both directions, by the United States airlines and of the amendment to the Schedule attached to the Civil Air Transport Agreement between the United States of America and Japan of August 11, 1952, as amended: [1]

1. The Schedule attached to the Civil Air Transport Agreement, as amended, will be amended in accordance with an exchange of diplomatic notes which enter into force upon the date of reversion of Okinawa to Japan.

2. The United States airlines shall not have the right to carry cabotage traffic between Japan proper and Naha after the date of reversion of Okinawa to Japan.

3. During the five-year period to commence on the date administrative rights over Okinawa are returned to Japan, the value of traffic rights at Naha of the United States airline services described below shall not be taken into account when reviewing the overall balance of benefits under the Civil Air Transport Agreement, as amended.

(A) Northwest Airlines

From the United States via the North Pacific and the Central Pacific to Tokyo, Osaka and Naha and beyond.

(B) Flying Tiger Line

From the United States via the North Pacific to Tokyo, Osaka and Naha and beyond.

¹ TIAS 2854, 6787; 4 UST 1948; 20 UST 3086.

(C) Trans World Airlines

From the United States via the Central Pacific to Naha and beyond to Taipei and Hong Kong and beyond.

(D) Continental Airlines/Air Micronesia

From United States points in the Central Pacific, including Guam, via points in Micronesia to Naha.
(Other than non-stop services between the points in Hawaii and Naha.)

4. Following the five-year period described in paragraph 3, the overall balance of benefits under the Civil Air Transport Agreement, as amended, will include the value of the United States traffic rights at Naha. Both Governments will consult prior to the end of this five-year period to determine any necessary modification of the Schedule attached to the Civil Air Transport Agreement, as amended, through the granting of such additional traffic rights to the Government of Japan as are warranted by the overall balance of benefits at the end of the five-year period including the value of the United States traffic rights at Naha.

Tokyo, June 17, 1971.



Richard L. Sneider
Minister,
Embassy of the United
States of America.




Bunroku Yoshino
Director-General,
American Affairs Bureau,
Ministry of Foreign Affairs.

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日本国駐在アメリカ合衆国公使



外務省アメリカ局長



吉野 文一

中部太平洋における合衆国の地点（グアム島を含む。）からミクロネシア内の地点を経て那覇へ（ハワイ内の地点から那覇への無着陸航空業務を除く。）

4 同協定（修正を含む。）に基づく利益の総合的均衡には、3にいう五年の期間の満了後は那覇についての合衆国の運輸権の価値を含むものとする。両国政府は、同協定の附注（修正を含む。）の必要な修正で、その五年の期間の満了の時における利益の総合的均衡（那覇についての合衆国の運輸権の価値を含む。）によって正当化される追加の運輸権を日本国政府に許与するものを決定するため、その五年の期間の満了前に協議する。

千九百七十一年六月十七日に東京で

3

次に掲げる合衆国の航空企業の業務に係る那覇についての運輸の価値は、沖縄の施政権の日本国への返還の日から五年の期間中、同協定（修正を含む。）に基づく利益の総合的均衡について再検討するにあたり考慮に入れない。

(A) ノースウエスト航空

合衆国から北太平洋及び中部太平洋を経て東京、大阪及び那覇へ、並びに以遠

(B) フライイング・タイガー航空

合衆国から北太平洋を経て東京、大阪及び那覇へ、並びに以遠

(C) トランス・ワールド航空

合衆国から中部太平洋を経て那覇へ、並びに以遠台北及び香港へ、並びに以遠

(D) コンティネンタル航空 || ミクロネシア航空

了解覚書

アメリカ合衆国政府の代表者及び日本国政府の代表者は、沖縄の施政権の日本国への返還に関連し、合衆国の航空企業が沖縄に向け
て及び沖縄を通過して両方向に行なう航空業務並びに千九百五十二
年八月十一日のアメリカ合衆国と日本国との間の民間航空運送協定
の附表へ修正を含む。の修正の問題につき次の了解に到達した。
1 同協定の附表へ修正を含む。は、沖縄の日本国への復帰の日
に効力を生ずる外交上の交換公文に従つて修正する。

2 合衆国の航空企業は、沖縄の日本国への復帰の日の後は、日本
国本土と那覇との間の国内航空運送を行なう権利を有しない。

TIAS 7314

Arrangement Concerning Assumption
by Japan of the Responsibility for
the Immediate Defense of Okinawa

Whereas the representatives of the Japan Defense Agency (JDA) and the U.S. Department of Defense (DOD) have discussed matters relating to necessary coordination between the two defense authorities in connection with the Japanese program for the deployment of its Self Defense Forces in Okinawa for the immediate defense of Okinawa after the reversion of Okinawa to Japan,

Whereas the results of the above-mentioned discussions, which are set out in this Arrangement, have been approved by the Japan-United States Security Consultative Committee at its meeting of June 29, 1971,

Therefore, these representatives agree as follows:

1. Assumption by Japan of Immediate Defense Responsibility:

Japan will assume, in accordance with the schedule as described in the following paragraph, the mission for the immediate defense of Okinawa, namely, ground defense, air defense, maritime defense patrol and search and rescue to be assigned to JDA.

2. Timing of Japan's Assumption:

Assumption by Japan of the above defense mission will be completed by the earliest practicable date subsequent to the date of the reversion of Okinawa (R-day), but not later than 1 July, 1973.

a. Initial Deployment:

Initially and within about 6 months after R-day Japan will deploy the following units of approximately 3,200 personnel.

(1) Ground Self Defense Force (JGSDF) - A headquarters, two infantry companies, one engineer company, one aviation unit, one supporting unit and others.

(2) Maritime Self Defense Force (JMSDF) - One base unit, one anti-submarine patrol unit and others.

(3) Air Self Defense Force (JASDF) - A headquarters, one fighter interceptor unit, one aircraft control and warning unit, one air base unit and others.

b. Additional Deployment:

Additionally, and not later than 1 July, 1973, Japan will deploy a NIKE group (3 batteries), a HAWK group (4 batteries) and appropriate supporting troops to carry out the surface-to-air missile defense and to operate the aircraft control and warning system.

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3. Installations:

a. JDA intends to station the units at the following installations:

(1) Naha Airport - JASDF fighter interceptor unit and others and JGSDF aviation units. JMSDF anti-submarine patrol unit will also utilize Naha Airport.

(2) Naha Wheel - JGSDF units and such other JSDF units as may be required.

(3) White Beach and Naha Port - JMSDF units. SOFA Article II-4-(a) arrangements as necessary will be worked out for JMSDF's use of piers, staging areas and others.

(4) The facilities and areas in use of NIKE, HAWK and aircraft control and warning units - JSDF surface-to-air missile units and aircraft control and warning units being deployed.

b. The United States will cooperate in the location of JSDF communications receiver and transmitter sites and will consider their accommodation within US Facilities and Areas where possible.

4. Air Defense:

a. JASDF will:

- (1) deploy units to Naha Airport beginning on or about R-day,
 - (2) assume air defense alert with F-104J aircraft by R-day plus 6 months and,
 - (3) assume operation of the aircraft control and warning system by 1 July, 1973.
- b. JASDF NIKE Group and JGSDF HAWK Group will deploy to Okinawa, so as to assume the surface-to-air missile defense mission by 1 July, 1973.
- c. Operational responsibility for the air defense of Okinawa will be retained by the USAF until JSDF assumes the responsibility by 1 July, 1973.

Command, however, of JSDF and US forces will be exercised through their respective national command channels.

5. Surface-to-Air Missile and Aircraft Control and Warning System:

In the interest of facilitating the early assumption of the air defense of Okinawa, JDA intends to buy and the US Government, through the US DOD, offers to sell, on terms and

conditions to be specified separately, the basic aircraft control and warning system and the NIKE and HAWK surface-to-air missile systems to be agreed upon.

6. Ground Defense, Maritime Defense Patrol and Search and Rescue:

JSDF will assume the responsibility for ground defense, maritime defense patrol and search and rescue to be assigned to JDA in Okinawa, as JSDF deployed forces become operational, within 6 months after R-day. JSDF and US forces representatives will in concert prepare detailed plans for the deployment to Okinawa of forces associated with the foregoing functions.


7. Detailed Implementation Plans:


For the purpose of implementing the aforementioned JSDF's assumption of the defense mission and its deployment program, detailed implementation plans and arrangements for coordination will be worked out between representatives of JDA and US DOD.

Tokyo, 29 June 1971

For JDA

For DOD


Takuya Kubo
Chief, Defense Bureau
Japan Defense Agency


Walter L. Curtis, Jr.
Vice Admiral, US Navy
US Senior Military Representative
American Embassy, Tokyo

JAPAN

Whaling: International Observer Scheme

*Agreement signed at Tokyo April 26, 1972;
Entered into force April 26, 1972.*

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND JAPAN CONCERNING AN INTERNATIONAL OBSERVER SCHEME FOR WHALING OPERATIONS FROM LAND STA- TIONS IN THE NORTH PACIFIC OCEAN

The Government of the United States of America and the Government of Japan, being Parties to the International Convention for the Regulation of Whaling, signed at Washington on December 2, 1946 [¹] (hereinafter referred to as "the Convention") ;

Proceeding from their mutual concern for the conservation of whale stocks in the North Pacific Ocean, for the maintenance of the proper productivity of whaling from land stations and for the rational conduct of whaling operations;

Have agreed on the following scheme for International Observers at land stations or groups of land stations in the North Pacific Ocean pursuant to paragraph 1(c) of the Schedule to the Convention :

ARTICLE 1

The purpose of this scheme is to maintain surveillance of whaling from land stations in the North Pacific Ocean whenever whales are being delivered to the land stations or are being processed at such stations.

ARTICLE 2

Observers shall be responsible to the International Whaling Commission (hereinafter referred to as "the Commission") and shall be appointed in accordance with the following provisions:

(a) Each Government shall have the right to nominate to the Commission as many observers of its nationality as there are land stations or groups of land stations under the jurisdiction of the other Government.

¹ TIAS 1840, 4228 ; 62 Stat. 1716 ; 10 UST 952.

(b) From the observers so nominated, the Commission shall appoint one observer to a land station or group of land stations engaged in whaling in the North Pacific Ocean. Each Government shall decide the grouping of land stations under its jurisdiction after consultation with the other Government and shall notify the Commission of the decision.

(c) The Commission shall inform both Governments of all appointments made under subparagraph (b) of this paragraph.

ARTICLE 3

(1) When an observer is at the land station or group of land stations to which he is appointed, he shall have the status of a senior official. Each Government receiving observers shall take appropriate measures to ensure the security and welfare of the observers and interpreters in the performance of their duties, to provide them with medical care and assistance, and to safeguard their freedom and dignity.

(2) An observer shall not be invested with any administrative power in regard to the activities of the land station or group of land stations to which he is appointed, and shall have no authority to interfere in any way with those activities. He shall neither seek nor receive instructions from any authority other than the Commission. He shall be given the necessary facilities for carrying out his duties, including cabling facilities.

(3) An observer shall be enabled to observe freely the operations of the land station or group of land stations to which he is appointed, so that he may verify the observance of the provisions of the Convention in regard to the taking of whales and their rational utilization. In particular, the observer shall be given facilities to ascertain the species, size, sex, and number of whales taken.

(4) All reports required to be made, and all records and data required to be kept or supplied in accordance with the Schedule to the Convention, shall be made freely and immediately available to observers for examination, and they shall be given all necessary explanations as regards such reports, records and data.

(5) The manager, or senior officials of any of the land stations, or the national inspectors, shall supply any information that is necessary for the discharge of the observer's functions.

(6) When there is reasonable ground to believe that any infraction of the provisions of the Convention has taken place, it shall be brought in writing to the immediate notice both of the manager of the land station and of the senior national inspector by an observer, who shall, if he deems it sufficiently serious, at once transmit it to the Secretary to the Commission together with the explanation or comments of the manager of the land station and the senior national inspector.

(7) An observer shall draw up a report covering his observations, including possible infractions of the provisions of the Convention which have taken place, and shall submit it both to the manager of the land station and to the senior national inspector for information and such explanations and comments as they wish to make. Any such explanations and comments shall be attached to the observer's report, which shall be transmitted to the Secretary to the Commission as soon as possible.

ARTICLE 4

Any observer who does not know the language of the country whose Government receives him must be accompanied by an interpreter.

ARTICLE 5

(1) Each Government which nominates observers who are appointed to the land stations or groups of land stations shall pay the salary and other emoluments, travel, cable costs, subsistence and accommodation and other necessary expenses of those observers.

(2) When it is necessary that an observer be accompanied by an interpreter, the salary and other necessary expenses of that interpreter shall be paid by the Government nominating the observer.

ARTICLE 6

The present Agreement shall enter into force on the date of signature and remain in force until February 28, 1973.

ARTICLE 7

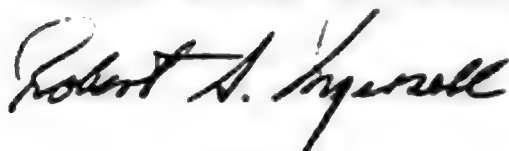
The two Governments shall, before the date of termination of the present Agreement, consult in order to decide on future arrangements.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE at Tokyo, in duplicate, in the English and Japanese languages, the two texts having equal authenticity, this 26th day of April, 1972.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF
JAPAN:

 [1]

 [2]

[SEAL]

[SEAL]

¹ Robert S. Ingersoll

² Takeo Fukuda

アメリカ合衆国政府のために

Robert V. Heizer

日本国政府のために

稲田 久

第七条

両政府は、この協定の終了前に、将来の取極について決定するために協議する。

以上の証拠として、下名は、各自の政府から正当な委任を受けてこの協定に署名した。

千九百七十二年四月二十六日に東京で、ひとしく正文である英語及び日本語により本書二通を作成した。

TIAS 7815

第五條

- (1) 鯨体処理場又は鯨体処理場群に対して任命される監視員を指名する各政府は、監視員の俸給その他の手当、旅費、通信費、食費、宿泊費その他の必要経費を支払う。
- (2) 監視員が通訳を同伴する必要がある場合には、通訳の俸給その他の必要経費は、監視員を指名した政府が支払う。

第六條

この協定は、署名の日に効力を生じ、千九百七十三年二月二十八日まで効力を有する。

説明又は意見を付して、その違反を委員会の書記長に通知する。

(7) 監視員は、監視に関する報告（条約の規定に対する違反の疑いがある行為に関するものを含む。）を作成し、かつ、鯨体処理場の管理人及び首席国内監督官に対し、情報として及びそれらの者の説明及び意見の作成のため当該報告を提出する。これらの説明及び意見を添付した監視員の報告は、できる限りすみやかに委員会の書記長に送付する。

第四条

監視員は、自己を受け入れる政府の国の言語を解さない場合には、通訳を同伴しなければならない。

(4) 条約の附表に従つて作成することを要求されるすべての報告並びに保管し又は提供することを要求されるすべての記録及び資料は、監視員が検査のため自由にかつ直ちに入手又は閲覧することができるようにするものとし、監視員は、これらの報告、記録及び資料について必要なすべての説明を受ける。

(5) 鯨体処理場の管理人若しくは上級職員又は国内監督官は、監視員の任務の遂行に必要なすべての情報を提供する。

(6) 監視員は、条約の規定に対する違反が行なわれたと信ずるに足りる相当な理由がある場合には、鯨体処理場の管理人及び首席国内監督官に対し、その違反を直ちに書面によつて通知する。監視員は、その違反が重大なものであると認める場合には、直ちに、鯨体処理場の管理人及び首席国内監督官の

を行ない、また、それらの者の自由及び尊厳を保障するため、
適当な措置をとる。

(2) 監視員は、任命された鯨体処理場又は鯨体処理場群の活動
についていかなる管理権をも付与されないものとし、また、
いかなる方法によつてもその活動に干渉する権限を有しない。
監視員は、委員会以外のいかなる機関からも指示を求め又は
受けてはならない。監視員は、任務の遂行に必要な便益（電
信を利用する便益を含む）を与えられる。

(3) 監視員は、鯨の捕獲及びその合理的な利用に関し条約の遵
守を検証することができるよう、任命された鯨体処理場又
は鯨体処理場群の作業を自由に監視することができ。監視
員は、特に、捕獲された鯨の種類、体長、性別及び頭数を確
認するための便益を与えられる。

北太平洋における捕鯨に従事する鯨体処理場又は鯨体処理場群に対してそれぞれ一人の監視員を任命する。各政府は、他方の政府と協議のうえ自国の管轄下にある鯨体処理場の群の編成を決定し、その決定を委員会に通知する。

(c) 委員会は、(b)の規定に従つて行なつたすべての任命を両政府に通報する。

第三条

(1) 監視員は、任命された鯨体処理場又は鯨体処理場群に所在するときは、上級職員の状態を有する。監視員を受け入れる各政府は、監視員及び通訳の任務の遂行にあつてそれらの者の安全及び福祉を確保し、それらの者に対し医療上の援助

この制度の目的は、北太平洋における鯨体処理場による捕鯨につき、鯨が鯨体処理場に引き渡されるとき又はその処理場で処理されるときはいつでも当該捕鯨の監視を行なうことである。

第二条

監視員は、国際捕鯨委員会（以下「委員会」という。）に対して責任を負うものとし、また、次の規定に従つて任命される。

(a) 各政府は、委員会に対し、他方の政府の管轄下にある鯨体処理場又は鯨体処理場群の数と同数の監視員で自国の国籍を有するものを指名する権利を有する。

(b) 委員会は、このようにして指名された監視員のうちから、

TIAS 7815

北太平洋における鯨体処理場による捕鯨のための国際監視員制度に関するアメリカ合衆国と日本国との間の協定

千九百四十六年十二月二日にワシントンで署名された国際捕鯨取締条約（以下「条約」という。）の締約政府であるアメリカ合衆国政府及び日本国政府は、

北太平洋における鯨族の保存、鯨体処理場による捕鯨の適当な生産性の維持及び捕鯨の合理的な運営に共通の関心を有するので、

条約の附表 1 (c) の規定に基づき、北太平洋の鯨体処理場又は鯨体処理場群における国際監視員に関する次の制度を協定した。

第一条

CZECHOSLOVAK SOCIALIST REPUBLIC

Air Transport Services

Agreement extending the agreement of February 28, 1969.

Effectuated by exchange of letters

Signed at Prague April 25 and 28, 1972;

Entered into force April 28, 1972.

*The Chairman of the Delegation of the Czechoslovak Socialist
Republic to the American Ambassador*

PRAGUE April 25, 1972

His Excellency

ALBERT W. SHERER, JR.

Ambassador of the

United States of America

Prague

DEAR MR. AMBASSADOR:

I refer to the exchange of letters dated February 28, 1969, attached to the Air Transport Agreement between the Government of the United States of America and the Government of the Czechoslovak Socialist Republic which was signed at Prague on the same date.^[1]

Pursuant to these letters, consultations were initiated within twenty-two months after the Czechoslovak designated airline inaugurated scheduled services to the United States. However, because these consultations could not be completed within the twenty-four month period mentioned in these letters, I propose, on behalf of my Government, that this twenty-four month period be extended for an additional month until May 31, 1972, during which time it would be understood that the status quo will be maintained with regard to operations under the Agreement.

¹ TIAS 6644; 20 UST 408.

If this proposal is acceptable to your Government, I propose that this letter and your reply to that effect constitute an agreement between our two Governments amending the exchange of letters dated February 28, 1969, attached to the Air Transport Agreement.

Sincerely yours,

Stanislav Krebs
*Chairman of the Delegation of the
Czechoslovak Socialist Republic*

S KREBS

*The American Ambassador to the Chairman of the Delegation of the
Czechoslovak Socialist Republic*

PRAGUE, CZECHOSLOVAKIA

APRIL 28, 1972

MR. STANISLAV KREBS
*Chairman of the Delegation of the
Czechoslovak Socialist Republic
Prague, Czechoslovakia*

DEAR MR. KREBS:

I refer to your letter of April 25, 1972, the text of which reads as follows:

"I refer to the exchange of letters dated February 28, 1969, attached to the Air Transport Agreement between the Government of the United States of America and the Government of the Czechoslovak Socialist Republic which was signed at Prague on the same date.

"Pursuant to these letters, consultations were initiated within twenty-two months after the Czechoslovak designated airline inaugurated scheduled services to the United States. However, because these consultations could not be completed within the twenty-four month period mentioned in these letters, I propose, on behalf of my Government, that this twenty-four month period be extended for an additional month until May 31, 1972, during which time it would be understood that the status quo will be maintained with regard to operations under the Agreement.

"If this proposal is acceptable to your Government, I propose that this letter and your reply to that effect constitute an agreement between our two Governments amending the exchange of letters dated February 28, 1969, attached to the Air Transport Agreement."

I confirm that the foregoing proposal is acceptable to my Government.

Sincerely yours,

ALBERT W. SHERER J.

Albert W. Sherer, Jr.
*Ambassador of the United States
of America*

FEDERAL REPUBLIC OF GERMANY

Archives of the Arbitral Commission on Property, Rights and Interests in Germany: Transfer to the Federal Re- public of Germany

Agreement effected by exchange of notes

Dated at Bonn and Bonn-Bad Godesberg August 12 and 26, 1971;

Entered into force December 31, 1971.

*The Ministry for Foreign Affairs of the Federal Republic of Germany
to the American Embassy*

AUSWÄRTIGES AMT

V 7-80.51/0

Verbalnote

Das Auswärtige Amt beehrt sich, der Botschaft der Vereinigten Staaten von Amerika unter Bezugnahme auf die mit Vertretern der Botschaften der Drei Mächte und dem Präsidenten der Kommission geführten Verhandlungen über die Verwaltung der Archive der Schiedskommission für Güter, Rechte und Interessen in Deutschland (im folgenden als "Kommission" bezeichnet) eine Vereinbarung vorzuschlagen:

Die Kommission ist nach Artikel 1 ihrer Satzung (Anhang zu dem am 26. Mai 1952 in Bonn unterzeichneten Vertrag zur Regelung aus Krieg und Besatzung entstandener Fragen in der durch das am 23. Oktober 1954 in Paris unterzeichnete Protokoll über die Beendigung des Besatzungsregimes in der Bundesrepublik Deutschland geänderten Fassung) für die Dauer von zehn Jahren errichtet worden. Nach Ablauf dieses Zeitabschnittes hat sie ihre Amtsgeschäfte gemäß Artikel 1 Absatz 3 ihrer Satzung weitergeführt, bis alle bei ihr zu diesem Zeitpunkt anhängig gewesen Fälle abgeschlossen waren; mit Ablauf des 31. Dezember 1969 wurde sie aufgelöst.

Es wird vereinbart, daß die Prozeßakten sowie das sonstige bei der Kommission angefallene Aktenmaterial der Regierung der Bundesrepublik Deutschland übergeben werden, die sie bei dem Bundesarchiv in Koblenz aufbewahren wird. Diese Akten können aufgrund eines an das Auswärtige Amt der Bundesrepublik Deutschland zu richtenden Antrags von interessierten Personen oder Stellen im Bundesarchiv eingesehen werden.

Falls sich die Regierungen der Drei Mächte mit diesem Vorschlag einverstanden erklären, sollen diese Note und die Antwortnoten der Botschaften der Drei Mächte eine Vereinbarung zwischen den beteiligten Regierungen bilden, die mit dem Datum der letzten Antwortnote in Kraft tritt.

Das Auswärtige Amt benutzt diesen Anlaß, die Botschaft der Vereinigten Staaten von Amerika erneut seiner ausgezeichneten Hochachtung zu versichern.

Bonn, den 12. August 1971

[SEAL]

An die

*Botschaft der Vereinigten
Staaten von Amerika*

*The American Embassy to the Ministry for Foreign Affairs of the
Federal Republic of Germany*

No. 184

The Embassy of the United States of America presents its compliments to the Auswaertiges Amt and has the honor to refer to Note Verbale No. V7-80.51/0, dated August 12, 1971, which read, in translation, as follows:

"The Auswaertiges Amt has the honor to propose to the Embassy of the United States of America, with reference to the negotiations conducted between representatives of the Embassies of the Three Powers and the President of the Commission concerning the administration of the archives of the Arbitral Commission on Property, Rights and Interests in Germany (hereinafter referred to as the 'Commission'), the following agreement:

"The Commission, according to Article 1 of its Charter (Annex to the Convention on the Settlement of Matters Arising out of the War and the Occupation, signed at Bonn on May 26, 1952, as amended by the Protocol on the Termination of the Occupation Regime in the Federal Republic of Germany, signed at Paris on October 23, 1954), [1] was established for a period of ten years. After the expiration of that period it continued to function according to paragraph 3, Article 1, of the Charter to complete the determination of the cases pending before it at that date; the Commission was dissolved effective at the close of December 31, 1969.

¹ TIAS 3425; 6 UST 4538, 5679.

"It is agreed that the case records as well as other record material received by the Commission shall be transferred to the Government of the Federal Republic of Germany which shall keep them in the Federal Archives at Koblenz. These records shall be open for inspection in the Federal Archives upon application by any interested person or body to the Foreign Office of the Federal Republic of Germany.

"If the Governments of the Three Powers state their agreement to this proposal, this Note and the reply Notes by the Embassies of the Three Powers shall constitute an agreement between the Governments concerned which shall enter into force as of the date shown on the last reply Note. [1]

"The Auswaertiges Amt takes this opportunity to renew to the Embassy of the United States of America the expression of its highest consideration."

The Embassy hereby conveys the agreement of the United States of America to the proposal set forth in the note quoted above.

The Embassy requests that the Auswaertiges Amt confirm receipt of this note and inform the Embassy of the effective date of the agreement.

The Embassy of the United States of America avails itself of this opportunity to assure the Auswaertiges Amt of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
BONN-BAD GODESBERG, August 26, 1971

¹ Exchanges of notes *mutatis mutandis* dated Aug. 12 and Dec. 31, 1971, between the Ministry for Foreign Affairs of the Federal Republic of Germany and the British and French Embassies, respectively; not printed.

BRITISH SOLOMON ISLANDS PROTECTORATE

Peace Corps

Agreement effected by exchange of notes

Signed at Suva and Honiara January 13 and February 9, 1972;

Entered into force February 9, 1972.

*The American Chargé d'Affaires ad interim to the Financial Secretary,
British Solomon Islands Protectorate*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 1

SUVA, FIJI, January 13, 1972

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in the British Solomon Islands Protectorate.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the British Solomon Islands Protectorate and approved by the Government of the United States to perform mutually agreed tasks in the British Solomon Islands Protectorate. The Volunteers will work under the immediate supervision of governmental or private organizations in the British Solomon Islands Protectorate designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively these agreed tasks.

2. The Government of the British Solomon Islands Protectorate will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in the British Solomon Islands Protectorate; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of the British Solomon Islands Protectorate will exempt the Volunteers

from all taxes on payments which they receive to defray their living costs and on income from sources outside the British Solomon Islands Protectorate, from all customs duties or other charges on their personal property introduced into the British Solomon Islands Protectorate for their own use at or about the time of their arrival, and from all other taxes or other charges (including immigration fees) except license fees and taxes and other charges included in the prices of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of the British Solomon Islands Protectorate will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in the British Solomon Islands Protectorate by the Government of the United States, or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of the British Solomon Islands Protectorate will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of the British Solomon Islands Protectorate. The Government of the British Solomon Islands Protectorate will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside the British Solomon Islands Protectorate, and from all other taxes or other charges (including immigration fees) except license fees and taxes and other charges included in the prices of equipment, supplies and services. The Government of the British Solomon Islands Protectorate will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into the British Solomon Islands Protectorate for their own use as is accorded personnel of comparable rank or grade of the consular mission of the United States; and will accord personnel of United States private organizations performing functions hereunder the same treatment with respect to the payment of customs duties or other charges on personal property introduced into the British Solomon Islands Protectorate for their own use as is accorded Volunteers hereunder.

5. The Government of the British Solomon Islands Protectorate will exempt from investment and deposit requirements and currency controls all funds introduced into the British Solomon Islands Protectorate for use hereunder by the Government of the United States or contractors financed by it.

6. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in the British Solomon Islands Protectorate as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this Note and your Government's reply Note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's Note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

Accept, Excellency, the renewed assurance of my highest consideration.

ROBERT W. SKIFF

His Excellency

JOHN SMITH

Financial Secretary

Honiara

British Solomon Islands Protectorate

*The Financial Secretary, British Solomon Islands Protectorate, to
the American Chargé d'Affaires*

SECRETARIAT

HONIARA

BRITISH SOLOMON ISLANDS PROTECTORATE

460/2/5

9th FEBRUARY, 1972

SIR,

I have the honour to refer to your Note No. 1 dated January 13, 1972, proposing certain understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of the Protectorate Government, would live and work for periods of time in the British Solomon Islands.

TIAS 7318

The understandings listed Nos. 1 to 6 in your Note are acceptable to the Protectorate Government and I agree that your Note No. 1 and this Note shall constitute an agreement between our two Governments which shall enter into force on the date of this Note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

I have the honour to be
with high consideration
Your obedient servant

J. H. SMITH

Financial Secretary.

Mr. ROBERT W. SKIFF,
Chargé d'Affaires
Embassy of the United States of America
Suva. Fiji

NEW ZEALAND

Trade: Meat Imports

*Agreement effected by exchange of notes
Signed at Washington April 14, 1972;
Entered into force April 14, 1972.*

The Secretary of State to the New Zealand Ambassador

DEPARTMENT OF STATE
WASHINGTON

APRIL 14, 1972

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled, or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1972 and to the agreements between the United States and other countries, including New Zealand, constituting the 1971 restraint program concerning shipments of such meats to the United States.

I have the honor to inform you that the Governments of all of the countries that participated in the 1971 restraint program have agreed to enter into similar agreements for the calendar year 1972. These agreements are being embodied in exchanges of notes between the Government of the United States of America and the Governments of the respective countries.

I have the honor to propose that the agreement between our two Governments should provide as follows:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meat into the United States during the calendar year 1972 from countries participating in the restraint program shall be 1,155 million pounds and the Government of New Zealand and the Government of the United States of America shall respectively under-

- take responsibilities as set forth below for regulating exports to, and imports into, the United States.
2. The Government of New Zealand shall limit the quantity of such meats exported from New Zealand as direct shipments on a through bill of lading to the United States for entry or withdrawal from warehouse for consumption during the calendar year 1972 to 250.9 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.
 3. The Government of the United States of America may limit imports of such meats of New Zealand origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from New Zealand: (a) such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from New Zealand; and (b) such regulations shall be issued only after consultation with the Government of New Zealand pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1972 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.
 4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1972 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for New Zealand, such increase or estimated shortfall shall be allocated to New Zealand in the proportion that 250.9 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1972. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1972 restraint program.
 5. The Government of the United States of America shall separately report meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended, [¹] and such meats will not be regarded as part of the quantity described in paragraph 2.
 6. The Government of New Zealand and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this agreement,

¹ 34 Stat. 1260; 21 U.S.C. § 71 *et seq.*

and regarding increase in the total quantity permissible under the restraint program and allocation of shortfall. In particular, consultations regarding these matters and the market situation shall be held before the beginning of each calendar quarter.

7. In the event that quotas on the imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for New Zealand shall not include the period between October 1, 1968 and December 31, 1972.
8. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of New Zealand as soon as possible after the end of each month:
 - (i) Details from all supplying countries of imports into the United States to that date.
 - (ii) An estimate of the expected supply/shipment position by country and in total.
- (b) As soon as possible after the end of each month the Government of New Zealand shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1972, ship by ship and port by port, based on actual loadings in New Zealand.

I have the honor to propose that, if the foregoing is acceptable to the Government of New Zealand, this note together with Your Excellency's confirmatory reply, shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:
JULIUS L. KATZ

His Excellency
FRANK CORNER,
Ambassador of New Zealand.

The New Zealand Ambassador to the Secretary of State

SIR:

I have the honour to refer to your note of today's date which reads as follows:

"I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United

TIAS 7319

States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled, or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1972 and to the agreements between the United States and other countries, including New Zealand, constituting the 1971 restraint program concerning shipments of such meats to the United States.

I have the honor to inform you that the Governments of all of the countries that participated in the 1971 restraint program have agreed to enter into similar agreements for the calendar year 1972. These agreements are being embodied in exchanges of notes between the Government of the United States of America and the Governments of the respective countries.

I have the honor to propose that the agreement between our two Governments should provide as follows:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1972 from countries participating in the restraint program shall be 1,155 million pounds and the Government of New Zealand and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into the United States.
2. The Government of New Zealand shall limit the quantity of such meats exported from New Zealand as direct shipments on a through bill of lading to the United States for entry or withdrawal from warehouse for consumption during the calendar year 1972 to 250.9 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.
3. The Government of the United States of America may limit imports of such meats of New Zealand origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from New Zealand:
 - (a) such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from New Zealand; and
 - (b) such regulations shall be issued only after consultation with the Government of New Zealand pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1972 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1972 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for New Zealand, such increase or estimated shortfall shall be allocated to New Zealand in the proportion that 250.9 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1972. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1972 restraint program.
5. The Government of the United States of America shall separately report meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended, and such meats will not be regarded as part of the quantity described in paragraph 2.
6. The Government of New Zealand and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding increase in the total quantity permissible under the restraint program and allocation of shortfall. In particular, consultations regarding these matters and the market situation shall be held before the beginning of each calendar quarter.
7. In the event that quotas on the imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for New Zealand shall not include the period between October 1, 1968 and December 31, 1972.
8. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of New Zealand as soon as possible after the end of each month:
 - (i) Details from all supplying countries of imports into the United States to that date.
 - (ii) An estimate of the expected supply/shipment position by country and in total.
- (b) As soon as possible after the end of each month the Government of New Zealand shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1972, ship by ship and port by port, based on actual loadings in New Zealand.

TIA8 7819

I have the honor to propose that, if the foregoing is acceptable to the Government of New Zealand, this note together with Your Excellency's confirmatory reply, shall constitute an agreement between our two Governments which shall enter into force on the date of your reply."

I have the honour to confirm that the foregoing is acceptable to the Government of New Zealand which agrees that your note, together with this reply, should form an agreement between our two Governments on this matter.

Accept, Sir, the renewed assurances of my highest consideration.

FRANK CORNER
Ambassador

EMBASSY OF NEW ZEALAND
WASHINGTON, D.C.

14 April, 1972
49/X/72

The Honorable
WILLIAM P. ROGERS
Secretary of State

DOMINICAN REPUBLIC

Agricultural Commodities

Agreement amending the agreement of February 14, 1972.

Effected by exchange of notes

Signed at Santo Domingo March 30 and April 14, 1972;

Entered into force April 14, 1972.

*The American Ambassador to the Dominican Secretary of State for
Foreign Relations*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 35

SANTO DOMINGO, March 30, 1972

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two governments of February 14, 1972,^[1] and to propose its amendment as follows: In Part II, Item I, commodity table, insert under the appropriate columns:

	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity	Maximum Export Market Value (Dols. Thousands)
Tallow, inedible	1972	7,000 M.T.	1,085
Feedgrains	1972	15,000 M.T.	804

Increase total maximum export market value for agreement from dollars 10,974,000 to dollars 12,863,000.

In Part II, Item III, usual marketing table, insert under appropriate columns:

	Import Period (United States Fiscal Year)	Usual Marketing Requirement
Feedgrains	1972	1,400 M.T.
Tallow, inedible	1972	1,386 M.T. (of which at least 1,355 metric tons shall be from the United States)

In Part II, Item IV, export limitation, insert at the end of paragraph B: Feedgrains—Corn, cornmeal, barley, grain sorghum,

¹ TIAS 7285; ante, p. 149.

rye, oats and mixed feeds containing predominantly such grains; and for inedible tallow—tallow. All other items and conditions of the February 14, 1972 agreement will remain the same.

If the foregoing is acceptable to your government, I propose that this note and your reply thereto constitute an agreement between our two governments to be effective the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

FRANCIS E. MELOY, Jr.

His Excellency

DOCTOR VÍCTOR GÓMEZ BERGÉS

*Secretary of State for Foreign Relations
Santo Domingo*

The Vice President of the Dominican Republic, In Charge of the Department of State for Foreign Relations to the American Ambassador

REPUBLICA DOMINICANA
SECRETARIA DE ESTADO
DE RELACIONES EXTERIORES

DEJ-9244

SANTO DOMINGO, R.D. 14 Abr. 1972

EXCELENCIA:

Tengo el honor de avisar recibo de la Nota No. 35 por medio de la cual Vuestra Excelencia propone a nombre de su Gobierno que el Acuerdo sobre Productos Agrícolas firmado entre los dos Gobiernos el 14 de febrero de 1972 sea modificado como sigue:

En la Parte II, punto I, del cuadro de productos, insertar en las columnas correspondientes:

	Período de Entrega (Año Fiscal de los Estados Unidos)	Cantidad Máxima Aproximada	Valor Máximo en el Mercado de Exportación
Sebo, no comestible	1972	7,000 T.M.	1,085
Granos para la alimentación de animales	1972	15,000 T.M.	804

Aumentar el valor máximo en el mercado de exportación del Acuerdo, de 10,974 millones de dólares a 12,863 millones de dólares. En la Parte II, punto III, del cuadro de requisitos de

compras en mercados insertar en las columnas apropiadas, lo siguiente:

	Período de Importación (Año Fiscal de los Estados Unidos)	Requisitos de compras en mercados comerciales
Granos para la alimentación de animales	1972	1,400 T.M.
Sebo, no comestible	1972	1,386 T.M. (de las cuales por lo menos 1,355 toneladas métricas procederán de los Estados Unidos)

En la Parte II, punto IV, de limitaciones de exportación, insertar al final del párrafo B: Granos para la alimentación de animales — Maíz, harina de maíz, cebada, sorgo en grano, centeno, avena y mezclas de alimentos para animales que contengan una mayor parte de esos granos; y para sebo no comestible—sebo. Todos los demás renglones y condiciones del Acuerdo del 14 de febrero, 1972, quedarán en vigor.

Me complace informar a Vuestra Excelencia que el Gobierno Dominicano está de acuerdo con dichas modificaciones y al efecto acepta que la Nota No. 35 y esta respuesta constituyan un acuerdo entre nuestros dos Gobiernos que sea efectivo a partir de esta fecha.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

CARLOS GOICO M

Su Excelencia

SEÑOR FRANCIS EDWARD MELOY, Jr.,
*Embajador de los Estados Unidos de América,
Ciudad.*

Translation

DOMINICAN REPUBLIC
DEPARTMENT OF STATE FOR
FOREIGN RELATIONS

DEJ-0244

SANTO DOMINGO, D.R., April 14, 1972

EXCELLENCY:

I have the honor to acknowledge receipt of note No. 35, in which Your Excellency proposes, in the name of your Government, that the

TIAS 7320

Agricultural Commodities Agreement between our two Governments of February 14, 1972, be amended as follows:

In Part II, Item I, commodity table, insert under the appropriate columns:

	<u>Supply Period</u> (United States Fiscal Year)	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u>
Tallow, inedible	1972	7,000 M.T.	1,085
Feedgrains	1972	15,000 M.T.	804

Increase total maximum export market value for agreement from 10,974,000 dollars to 12,863,000 dollars. In Part II, Item III, usual marketing table, insert under appropriate columns:

	<u>Import Period</u> (United States Fiscal Year)	<u>Usual Marketing Requirement</u>
Feedgrains	1972	1,400 M.T.
Tallow, inedible	1972	1,386 M.T. (of which at least 1,355 metric tons shall be from the United States)

In Part II, Item IV, export limitation, insert at the end of paragraph B: Feedgrains—Corn, cornmeal, barley, grain sorghum, rye, oats and mixed feeds containing predominantly such grains; and for inedible tallow—tallow. All other items and conditions of the February 14, 1972 agreement will remain in force.

I am happy to inform Your Excellency that the Dominican Government concurs in the foregoing amendments and agrees that note No. 35 and this reply thereto shall constitute an agreement between our two Governments to be effective from today's date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

CARLOS GOICO M

His Excellency

FRANCIS EDWARD MELOY, Jr.,

Ambassador of the United States

of America,

Santo Domingo.

KHMER REPUBLIC

Economic Assistance

***Agreement effected by exchange of notes
Signed at Phnom Penh May 31, 1971;
Entered into force May 31, 1971.***

*The American Ambassador to the Khmer Minister
of State, in Charge of Foreign Affairs*

No. 240

PHNOM PENH, May 31, 1971

EXCELLENCY,

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to economic assistance which may be furnished to the Khmer Republic, and to confirm the following understandings resulting from these conversations:

(1) The Government of the United States of America will, subject to the requirements of United States law and to the terms of this Agreement, furnish the Government of the Khmer Republic such economic assistance as may be requested by it and agreed to by the Government of the United States of America.

(2) The Government of the Khmer Republic will make the full contribution permitted by its resources in furtherance of the purposes of assistance provided hereunder; will take appropriate steps to assure the effective use of such assistance; will permit full observation and review by United States representatives of activities hereunder, and records pertaining thereto; will provide the Government of the United States with full information concerning such activities, together with other relevant information needed to determine the nature, scope, and effectiveness of assistance furnished or contemplated; and will give the people of the Khmer Republic appropriate publicity concerning assistance hereunder.

(3) Personnel of the United States of America within the territory of the Khmer Republic discharging responsibilities related to this Agreement shall enjoy the same privileges and immunities as other personnel of comparable rank of the Diplomatic Mission of the United States of America.

(4) In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of

proceeds to the Government of the Khmer Republic from the sale thereof, the Government of the Khmer Republic, except as may otherwise be mutually agreed by appropriate representatives of our two Governments, will deposit promptly in a special account in its own name in the National Bank of Cambodia the amount of local currency equivalent to such proceeds. It is understood that, in connection with the accrual of proceeds from the sale of such commodities or services, the Governments of the Khmer Republic and of the United States shall agree upon appropriate rate of exchange for such sale. Upon notification from time to time by the Government of the United States of its local currency requirements, the Government of the Khmer Republic will make available to the Government of the United States, in the manner requested by it, such sums from such special account as are stated in such notifications to be necessary for such requirements. The Government of the Khmer Republic may draw upon any remaining balances in the special account for such purposes beneficial to the Khmer Republic as may be agreed upon by the appropriate representatives of our two Governments. Any unencumbered balances of funds which remain in the special account upon termination of assistance hereunder shall be disposed of for such purposes as may, subject to applicable law, be agreed to between our two Governments.

(5) Assistance provided hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable.

(6) Upon receipt of a note from your Excellency indicating that the foregoing is acceptable to the Government of the Khmer Republic, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, which shall enter into force on the date of your reply, and shall remain in force until written notification has been received by either Government of the intention of the other to terminate it. Notwithstanding any such termination, however, the provisions of this Agreement shall remain in effect with respect to assistance theretofore furnished.

In the event of any differences between the English text and the French translation of this letter, the English text shall govern.

Accept, Excellency, the renewed assurances of my highest consideration.

EMORY C. SWANK

*The Khmer Minister of State, in Charge of Foreign Affairs,
to the American Ambassador*

ព្រះរាជាណាចក្រកម្ពុជា

MINISTERE DES AFFAIRES ETRANGERES

N^o. 624/DOE/AE

PHNOM-PENH, May 31, 1971.

EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's note of today's date which reads as follows:

"EXCELLENCY,

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to economic assistance which may be furnished to the Khmer Republic, and to confirm the following understandings resulting from these conversations:

(1) The Government of the United States of America will, subject to the requirements of United States law and to the terms of this Agreement, furnish the Government of the Khmer Republic such economic assistance as may be requested by it and agreed to by the Government of the United States of America.

(2) The Government of the Khmer Republic will make the full contribution permitted by its resources in furtherance of the purposes of assistance provided hereunder;
will take appropriate steps to assure the effective use of such assistance;
will permit full observation and review by United States representatives of activities hereunder, and records pertaining thereto;
will provide the Government of the United States with full information concerning such activities, together with other relevant information needed to determine the nature, scope, and effectiveness of assistance furnished or contemplated; and will give the people of the Khmer Republic appropriate publicity concerning assistance hereunder.

(3) Personnel of the United States of America within the territory of the Khmer Republic discharging responsibilities related to this Agreement shall enjoy the same privileges and immunities as other personnel of comparable rank of the Diplomatic Mission of the United States of America.

(4) In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Khmer Republic from the sale thereof, the Government of the Khmer Republic, except as may otherwise be mutually agreed by appropriate representatives of our two Governments, will deposit promptly

TIAS 7321

in a special account in its own name in the National Bank of Cambodia the amount of local currency equivalent to such proceeds. It is understood that, in connection with the accrual of proceeds from the sale of such commodities or services, the Governments of the Khmer Republic and of the United States shall agree upon appropriate rate of exchange for such sale. Upon notification from time to time by the Government of the United States of its local currency requirements, the Government of the Khmer Republic will make available to the Government of the United States, in the manner requested by it, such sums from such special account as are stated in such notifications to be necessary for such requirements. The Government of the Khmer Republic may draw upon any remaining balances in the special account for such purposes beneficial to the Khmer Republic as may be agreed upon by the appropriate representatives of our two Governments. Any unencumbered balances of funds which remain in the special account upon termination of assistance hereunder shall be disposed of for such purposes as may, subject to applicable law, be agreed to between our two Governments.

(5) Assistance provided hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable.

(6) Upon receipt of a note from your Excellency indicating that the foregoing is acceptable to the Government of the Khmer Republic, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, which shall enter into force on the date of your reply, and shall remain in force until written notification has been received by either Government of the intention of the other to terminate it. Notwithstanding any such termination, however, the provisions of this Agreement shall remain in effect with respect to assistance theretofore furnished. In the event of any difference between the English text and the French translation of this letter, the English text shall govern.

Accept, Excellency, the renewed assurances of my highest consideration".

I have further the honour to confirm on behalf of my Government the foregoing arrangements and to agree that Your Excellency's note and this note shall be regarded as constituting an agreement between the two Governments, which will enter into effect on the date of their signature.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

[SEAL]

KOUN WICK

Koun Wick

*Minister of State, in Charge
of Foreign Affairs of the Government
of the Khmer Republic*

His Excellency

Mr. EMORY C. SWANK
*Embassy of the USA
Phnom-Penh*

French Text of the Khmer Note

ព្រះរាជាណាចក្រកម្ពុជា

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

N° 024/DGE/AE

PHNOM-PENH, le 31 Mai 1971

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre note en date de ce jour ainsi conçue:

"EXCELLENCE,

J'ai l'honneur de me référer aux entretiens qui ont eu lieu récemment entre les représentants de nos deux Gouvernements relativement à l'aide économique qui peut être fournie à la République Khmère, et de confirmer les points d'accord suivants résultant de ces entretiens:

(1) Le Gouvernement des Etats-Unis d'Amérique, sous réserve des dispositions prévues par la loi des Etats-Unis et des modalités du présent accord, fournira au Gouvernement de la République Khmère l'aide économique qui pourrait être demandée par celui-ci et approuvée par le Gouvernement des Etats-Unis d'Amérique.

(2) Le Gouvernement de la République Khmère contribuera dans toute la mesure permise par ses ressources à la réalisation des objectifs de l'aide fournie en vertu du présent accord; prendra toutes les mesures nécessaires pour assurer l'utilisation efficace de l'aide fournie; permettra aux représentants des Etats-Unis d'effectuer toutes observations et études jugées nécessaires sur les activités poursuivies aux termes du présent accord ainsi que toute la documentation s'y rapportant; fournira au Gouverne-

TIAS 7821

ment des Etats-Unis tous renseignements afférents auxdites activités ainsi que tous autres renseignements qui seraient nécessaires pour fixer la forme et la portée ainsi que pour évaluer l'efficacité de l'aide fournie ou envisagée; il donnera en outre, à l'intention du peuple de la République khmère, une large publicité à l'aide fournie en vertu du présent accord.

(3) Le personnel des Etats-Unis d'Amérique se trouvant dans le territoire de la République khmère où il exécute des engagements dans le cadre du présent accord bénéficiera des mêmes privilèges et immunités que ceux accordés au personnel d'un rang comparable de la Mission Diplomatique des Etats-Unis d'Amérique.

(4) Dans tous les cas où des produits ou des services seront fournis à titre de dons, en vertu d'arrangements aux termes desquels certaines sommes reviendront au Gouvernement de la République khmère du fait de la vente de ces produits ou services, le Gouvernement de la République khmère, sauf dispositions contraires établies d'un commun accord par les représentants compétents de nos deux Gouvernements, déposera promptement en son nom, à un compte spécial à la Banque Nationale du Cambodge le montant en monnaie locale équivalent aux sommes mentionnées ci-dessus. Il est entendu que, en ce qui concerne les sommes provenant de la vente de ces produits ou services, les Gouvernements de la République khmère et des Etats-Unis se mettront d'accord sur un taux de change convenable applicable à ladite vente. Sur notification périodique de la part du Gouvernement des Etats-Unis concernant ses besoins en monnaie locale, le Gouvernement de la République khmère mettra à la disposition du Gouvernement des Etats-Unis, de la manière que celui-ci prescrira, les sommes du compte spécial indiquées dans lesdites notifications comme étant nécessaires pour les besoins précités. Le Gouvernement de la République khmère pourra effectuer des prélèvements sur tous soldes du compte spécial pour la réalisation d'objectifs utiles à la République khmère dont il serait convenu par les représentants compétents de nos deux Gouvernements. Tous soldes non engagés et restant inscrits au compte spécial à la date où cesserait l'aide prévue par le présent accord seront utilisés à des fins qui, sous réserve de la loi applicable, auront fait l'objet d'un accord entre nos deux Gouvernements.

(5) L'un ou l'autre Gouvernement peut mettre fin à l'aide fournie aux termes du présent accord, si ce Gouvernement estime que, en raison du changement des conditions, il n'est pas nécessaire, ni désirable, de continuer cette aide.

(6) Dès réception d'une note de Votre Excellence indiquant que les dispositions qui précèdent rencontrent l'agrément du Gouvernement de la République khmère, le Gouvernement des

Etats-Unis d'Amérique considérera que la présente note et Votre réponse à celle-ci constituent entre nos deux Gouvernements un accord à ce sujet, qui prendra effet à la date de Votre réponse et demeurera en vigueur jusqu'à la réception, d'une notification écrite de la part de l'autre, indiquant son intention d'y mettre fin, étant entendu, toutefois, que dans une telle éventualité, les dispositions du présent accord demeureront en vigueur en ce qui concerne l'aide fournie jusqu'à cette date. Au cas de divergence quelconque entre le texte anglais et la traduction française de cette lettre, le texte anglais fera foi.

Veillez agréer, Excellence, les assurances de ma très haute considération."

J'ai encore l'honneur de confirmer au nom de mon Gouvernement l'arrangement mentionné dans votre note et de consentir à ce que ladite note et la présente réponse soient considérées comme constituant l'accord entre les deux Gouvernements qui entrera en vigueur à la date de leur signature.

Je saisis cette occasion pour renouveler à votre Excellence les assurances de ma très haute considération.

[SEAL]

KOUN WICK

Koun Wick

*Ministre d'Etat, chargé des Affaires
Etrangères
du Gouvernement de la République
Khmers*

Son Excellence

Monsieur EMORY C. SWANK

*Ambassade des Etats-Unis d'Amérique
Phnom-Penh.*

VIET-NAM

Agricultural Commodities

Agreement signed at Saigon April 19, 1972;

Entered into force April 19, 1972.

Amending agreement effected by exchange of notes

Signed at Saigon April 27, 1972;

Entered into force April 27, 1972.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Viet-Nam have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the July 8, 1970 Agreement,^[1] the following Part II, and the attached Convertible Local Currency Credit Annex:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (United States)	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u> (Millions)
Non-Fat Dry Milk	FY 1972	7,710 M.T.	\$6. 2
Tobacco	FY 1972	3,500 M.T.	8. 5
Inedible Tallow	FY 1972	2,000 M.T.	0. 4
Barley	FY 1972	3,600 M.T.	0. 3
Cotton, upland	FY 1972	30,000 bales	5. 9
Corn and/or grain sorghum	FY 1972	40,000 M.T.	2. 4
Rice	CY 1972	63,000 M.T.	9. 9
		TOTAL	33. 6

¹ TIAS 6983; 21 UST 2443.

ITEM II. Payment Terms:**Convertible Local Currency Credit**

1. Initial Payment – None
2. Currency Use Payment – Up to 100 percent of the dollar amount disbursed by the Government of the exporting country plus accrued interest. The currency use payment is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this agreement. No requests for payment will be made by the Government of the exporting country prior to the first disbursement under this agreement.

Proportions of Currency Use Payments Indicated for Specified Purposes:

- a. Section 104(a) U.S. Expenditures – 20 percent of the amount disbursed, plus accrued interest.
 - b. Section 104(c) Grant for Common Defense – up to 80 percent of the amount disbursed.
3. Number of Installment Payments – 31
 4. Amount of Each Installment Payment – approximately equal annual amounts
 5. Due Date of First Installment Payment – 10 years after date of last delivery of commodities in each calendar year
 6. Initial Interest Rate – 2 percent
 7. Continuing Interest Rate – 3 percent

ITEM III. Usual Marketing Requirements: None**ITEM IV. Export Limitations:**

- A. The export limitation period shall be U.S. Fiscal Year 1972 or any subsequent United States Fiscal Year during which the commodities financed under this agreement are being imported or utilized.
- B. For purposes of Part I, Article III A 3 of the agreement, the commodities considered to be the same as or like, the commodities financed under this agreement are: for non-fat dry milk – non-fat dry milk; for inedible tallow – tallow; for corn and/or grain sorghums and barley – corn, cornmeal, barley, grain sorghums, rye, and oats, including mixed feeds containing predominately such grains; for cotton, upland – upland cotton and cotton textiles (including yarn, and waste); for rice – paddy, brown rice and milled rice.

TIAS 7322

C. Permissible Exports

<u>commodity</u>	<u>quantity</u>	<u>period</u>
Rice noodles and paper	200 M.T.	CY 1972

ITEM V. Self-Help Measures:**A. The Government of the Republic of Viet-Nam agrees to:**

1. Continue to accelerate increased pork production.
2. Continue efforts to expand the use of improved poultry parent stock and increase domestic production of chicks and eggs.
3. Provide for increased availability of mixed feeds, feed processing and mixing equipment and expand the domestic feed-grain production program.
4. Continue the improvement of animal slaughtering and meat processing procedures and development of a grading system to allow improved domestic supply of meats.
5. Continue efforts to produce, store, distribute and use animal health products and veterinary biologicals and to train in correct vaccination procedures and handling animal health products.
6. Continue support and recognition of private sector producer associations.
7. Encourage a policy of taxation favorable to new and developing segments of the livestock industry.
8. Accelerate development of a system within the commercial sector for acquiring sufficient reserve corn stocks that will:
 - (1) Enhance market price stability despite variations in consumption.
 - (2) Preclude emergency import procurements.
9. Develop facilities for bulk handling and storage of grain at ports.
10. Continue research trials of corn and grain sorghums to produce better quality and expand domestic production to self-sufficient levels.
11. Establish a policy to protect and encourage feedgrain production in South Viet-Nam.
12. Encourage production oilseeds in order to meet domestic requirements.

B. The Government of the Republic of Viet-Nam will accord high priority to the above self-help measures and place particular emphasis on developing taxation, licensing and importation policies conducive to private sector development of the livestock and feed-grain industries.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

For purposes specified in Item V above and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight (Differential)

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

A. The currency use payment under Part II. Item II 2 of this agreement shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until value of the currency use payment has been offset.

B. Notwithstanding paragraph 4 of the Convertible Local Currency Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph, or may withdraw from amounts deposited therein, so much of the proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of the currency use payments made by the Government of the importing country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Saigon, in duplicate, this nineteenth day of April, 1972

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

FOR THE GOVERNMENT OF THE
REPUBLIC OF VIET-NAM

TRAN VAN LAM

Tran Van Lam
Minister of Foreign Affairs

[SEAL]

TIAS 7322

**CONVERTIBLE LOCAL CURRENCY CREDIT ANNEX TO THE
AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE GOVERNMENT OF
VIETNAM FOR SALES OF AGRICULTURAL COMMODITIES**

The following provisions apply with respect to the sales of commodities financed on convertible local currency credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year, the principal of the credit (hereinafter referred to as principal) will consist of:

- a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and
- b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in such calendar year, except that if the installment payments for these commodities are not due on some anni-

versary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

6. All payments shall be in United States dollars or, if the Government of the exporting country so elects,

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this

agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

[Amending Agreement]

No. 114

APRIL 27, 1972

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments April 19, 1972, and to propose an amendment as follows:

In Part II, item commodity table, add under appropriate headings as a separate line item: Rice, CY 1972, 21,500 M/T, \$3.1 million. Increase the Agreement total to \$36.7 million.

All other terms and conditions of the April 19, 1972 Agreement remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an Agreement between our two Governments effective on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Sincerely yours,

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

His Excellency

TRAN VAN LAM

*Minister of Foreign Affairs
Republic of Vietnam
Saigon.*

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No 1700/EF/HT

SAIGON, April 27, 1972

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No 114 dated April 27, 1972 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments April 19, 1972, and to propose an amendment as follows: In Part II, item commodity table, add under appropriate headings as a separate line item: Rice, CY 1972, 21,500 M/T, \$3.1 million. Increase the Agreement total to \$36.7 million.

All other terms and conditions of the April 19, 1972 Agreement remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an Agreement between our two Governments effective on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration."

I have the honor to confirm to Your Excellency my concurrence in the contents of Your Note.

Accept, Excellency, the renewed assurances of my highest consideration.

[SEAL]

TRAN VAN LAM

Tran-Van-Lam
Minister of Foreign Affairs

His Excellency

MR. ELLSWORTH BUNKER

*Ambassador of the United States
of America
Saigon*

TIAS 7322

CANADA
Reciprocal Fishing Privileges

*Agreement extending the agreement of April 24, 1970.
Effected by exchange of notes
Signed at Ottawa April 7 and 21, 1972;
Entered into force April 21, 1972.*

*The American Chargé d'Affaires ad interim to the Canadian Secretary
of State for External Affairs*

No. 48

OTTAWA, April 7, 1972

SIR:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of Canada on reciprocal fishing privileges in certain areas off their coasts signed at Ottawa April 24, 1970. [1]

Paragraph 7 of that agreement provides that it shall remain in force for a period of two years and that representatives of the two governments will meet prior to the expiration of the period of its validity to review its operation and decide on future arrangements.

The Government of the United States of America has at this time no proposals to make for modification of the agreement and considers it desirable to extend the agreement for a further period of time, foregoing the meeting of representatives of the two governments specified in paragraph 7.

Accordingly, I have the honor to propose that the agreement of April 24, 1970 be extended for one year from April 24, 1972.

I have further the honor to propose that, if acceptable, this note and your reply accepting this extension be regarded as constituting an agreement between the two governments, which agreement shall enter into force on the date of your reply note.

Accept, Sir, the renewed assurances of my highest consideration.

RUFUS Z SMITH

Rufus Z. Smith,
Chargé d'Affaires ad interim

The Honorable

MITCHELL SHARP, P.C.,

*Secretary of State for External Affairs,
Ottawa.*

¹ TIAS 6879; 21 UST 1283.

*The Canadian Secretary of State for External Affairs to the American
Chargé d'Affaires*

DEPARTMENT OF EXTERNAL
AFFAIRS

MINISTÈRE DES AFFAIRES
EXTÉRIEURES

CANADA

No. FLO-377

OTTAWA, April 21, 1972

SIR,

I have the honour to refer to your Note No. 48 of April 7, 1972 proposing the extension for a period of one year, from April 24, 1972, of the Agreement between the Government of Canada and the Government of the United States of America on reciprocal fishing privileges in certain areas off their coasts, signed at Ottawa, April 24, 1970.

In reply I have the honour to inform you that the proposal set forth in your Note is acceptable to the Government of Canada, who agree that your Note and this reply in both the English and French languages shall constitute an agreement between our two Governments, which agreement shall enter into force on the date of this reply.

Accept, Sir, the assurances of my highest consideration.

MITCHELL SHARP
*Secretary of State for
External Affairs*

The Honourable RUFUS Z. SMITH,
*Chargé d'Affaires of the United States of America,
Ottawa.*

[French Text of the Canadian Note]

DEPARTMENT OF EXTERNAL
AFFAIRS

MINISTÈRE DES AFFAIRES
EXTÉRIEURES

CANADA

No. FLO-377

OTTAWA, le 21 avril 1972

MONSIEUR,

J'ai l'honneur de me référer à votre Note no. 48 du 7 avril 1972 par laquelle vous suggérez que soit prolongé d'un an, à compter du 24 avril 1972, l'Accord entre le Gouvernement du Canada et le Gouvernement des Etats-Unis d'Amérique sur les privilèges de pêche réciproques à l'égard de certaines parties de leur littoral respectif, accord signé à Ottawa le 24 avril 1970.

En réponse à cette suggestion, j'ai l'honneur de vous informer que le Gouvernement du Canada accepte la proposition exposée dans

TIAS 7323

votre Note et qu'il convient que votre Note et la présente réponse, dans ses versions anglaise et française, constituent entre nos deux gouvernements, un accord qui entre en vigueur à la date de la présente réponse.

Veillez agréer, Monsieur, les assurances de ma très haute considération.

MITCHELL SHARP
*Le Secrétaire d'Etat aux
Affaires extérieures*

L'Honorable RUFUS Z. SMITH
*Chargé d'Affaires des Etats-Unis d'Amérique
Ottawa.*

PHILIPPINES

Agricultural Commodities

*Agreement signed at Manila May 4, 1972;
Entered into force May 4, 1972.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of the Philippines have agreed to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III of the March 24, 1970 agreement, [1] the Convertible Local Currency Credit Annex of the April 16, 1971 agreement [2] and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u> (Thousands)
Tobacco	CY 1972	3,000 metric tons	\$6,283
Cotton	FY 1973	90,000 bales	15,300
Feedgrains	CY 1972	110,000 metric tons	6,127
Tallow	CY 1972	1,000 metric tons	138
TOTAL			\$27,848

¹ TIAS 6858; 21 UST 1046.

² TIAS 7007; 22 UST 548.

ITEM II. Payment Terms:**Convertible Local Currency Credit**

1. Initial Payment – 5 percent.
2. Currency Use Payment – 20 percent of the dollar amount of the financing by the Government of the exporting country under this agreement is payable to the Government of the exporting country in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this agreement and on the following schedule: one-half of the currency use payment applicable under this agreement will be due on May 1, 1973 and the balance of the currency use payment will be due on December 1, 1973. No requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation under this agreement.
3. Number of Installment Payments – 15.
4. Amount of Each Installment Payment – Approximately equal annual amounts.
5. Due Date of First Installment Payment – 5 years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate – 2 percent.
7. Continuing Interest Rate – 3 percent.

ITEM III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u>	<u>Usual Marketing Requirements</u>
Cotton	FY 1973	75,000 bales (of which at least 50,000 bales shall be from the United States)
Tobacco	CY 1972	2,200 metric tons (of which at least 2,000 metric tons shall be from the United States)
Feedgrains	CY 1972	None
Tallow	CY 1972	None

ITEM IV. Export Limitations:

- A. The export limitation period with respect to each commodity financed under this agreement for commodities the same as the commodities financed under this agreement shall be the period beginning on the date of this agreement and ending on the terminal date of the supply period or on the date when all of the relevant commodities have been imported and utilized whichever date occurs later.
- B. For the purposes of Part I, Article III A 3 of the agreement, the commodities considered to be the same as the commodities financed under this agreement are: for cotton – raw upland cotton and cotton textiles; for feedgrains – corn, cornmeal,

barley, grain sorghum, rye, oats and including mixed feeds containing predominantly such grains; for tobacco – no export limitation required; for tallow – no export limitation required.

C. Permissible Exports:

The Government of the Philippines agrees that should Philippine exports of cotton textiles be increased during United States Fiscal Year 1973, or any such subsequent supply period during which cotton is being imported or utilized, to over 41 million square yards it will procure and import with its own resources from the United States of America an additional quantity of cotton at least equal to the raw cotton content of such increase in its textile exports.

ITEM V. Self-Help Measures:

The Government of the Philippines continues to accord high priority to increasing agricultural production and improving marketing. Among the principal areas to be emphasized are the following:

1. The Government of the Philippines will make every effort to assure that credit needs of small farmers, particularly in designated land reform areas, are satisfied. Short term as well as medium and long term credit will be provided at reasonable interest rates.
2. The Government of the Philippines intends to focus priority attention to the establishment of a rational and comprehensive water development policy. The policy will insure that major efforts of government agencies are fully coordinated and directed to meeting the needs of the agricultural sector to the fullest extent and in the most efficient manner possible. Within this overall context the Government of the Philippines intends to give adequate attention to irrigation needs to insure success of the new multi-cropping emphasis outlined in the agricultural four-year plan.
3. The Government of the Philippines intends to focus a major portion of its efforts to upgrading adaptive agricultural research capabilities and to the development of new packages of technology for food and feedgrain crops other than rice.
4. The Government of the Philippines will give increased attention to the improvement and development of production, marketing and distribution systems for rice, feedgrains, fish, meat and meat products.
5. The Government of the Philippines has agreed to give continuing and expanded attention and support to ongoing population programs. This effort will include substantial local currency

support, major assistance to and encouragement of initiatives by non-government organizations, active support from Government of the Philippines' agencies and implementation of policies contained in the 1971 Philippine population law. The Government of the Philippines also agrees to the use of currency generated under this agreement should it be necessary for successful implementation of the population programs.

6. In order to further accelerate agricultural and rural development, the Government of the Philippines will allocate an agreed percentage of the proceeds of this agreement for the implementation of a program designed to bring electrification to the rural areas of the Philippines. In order to facilitate such a program, the Government of the Philippines has developed a Comprehensive National Electrification Plan which delineates the requirements and programs for the power sector including generation, transmission and distribution projects along with the proposed financial plan for implementing this program.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

For economic development purposes as may be mutually agreed upon, including the self-help measures specified in Item V.

ITEM VII. Other Provisions:

1. The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.
2. The currency use payment under Part II, Item II 2 of this agreement shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until value of the currency use payment has been offset.
3. Notwithstanding paragraph 4 of the Convertible Local Currency Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph or may withdraw from amounts deposited therein so much of the proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of the currency use payments made by the Government of the importing country.

4. With reference to paragraph 4 of the Convertible Local Currency Credit Annex, the Government of the importing country may make deposits of proceeds from the sale of commodities included in Item I above within one year from the sale of the commodities within the importing country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.
DONE at Manila, in duplicate, this 4th day of May 1972.

HENRY A. BYROADE

MANUEL COLLANTES

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES

[SEAL]

[SEAL]

TIAS 7824

REPUBLIC OF CHINA

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Signed at Taipei April 18, 1972;
Entered into force April 18, 1972;
Effective February 7, 1972.*

The American Ambassador to the Chinese Minister of Foreign Affairs

No. 8

TAIPEI, April 18, 1972.

EXCELLENCY:

I have the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1961, as amended, [1] which includes a provision requiring payment to the United States Government in New Taiwan Dollars of ten percent of the value of Grant Military Assistance and Excess Defense Articles provided by the United States to the Government of the Republic of China.

In accordance with that provision, it is proposed that the Government of the Republic of China will deposit in an account, subject to withdrawal on demand, at the Central Bank of China in favor of the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in the country of the Republic of China for New Taiwan Dollars on the date deposits are made, the following amounts in New Taiwan Dollars:

(A) In the case of any Excess Defense Article given to the Government of the Republic of China, an amount equal to ten percent of the fair value of that article, as determined by the United States Government, and

(B) In the case of a Grant of Military Assistance to the Government of the Republic of China, an amount equal to ten percent of each such grant. The Government of the Republic of China will be notified quarterly of deliveries of Defense Articles and rendering of defense

¹ 86 Stat. 26; 22 U.S.C. § 2321 g.

services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification of deliveries. No more than US\$20 million dollars in New Taiwan Dollars will be required to be deposited for deliveries in any one United States fiscal year.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in New Taiwan Dollars, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961. [1]

It is finally proposed that Your Excellency's reply stating that the foregoing is acceptable to the Government of the Republic of China shall, together with this note, constitute an agreement between our governments on this subject effective from and after February 7, 1972 and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date.

Accept, Excellency, the renewed assurances of my highest consideration.

WALTER P. McCONAUGHY

Enclosure: Section 514 of the Foreign Assistance Act of 1961, as amended.

His Excellency
CHOW SHU-KAI,
Minister of Foreign Affairs,
Taipei.

SECTION 514

(A) Unless provided elsewhere in this section, defense articles may not be given nor a military assistance grant be made to a foreign country unless it agrees:

(1) to deposit in a special account, as established by the Government of the United States, its own currency in the following amount:

(a) for any excess defense article to be given, an amount equivalent to ten percent of the article's fair value, to be determined by the Secretary of State, when the agreement to give the article is made; and

(b) for a military assistance grant, an amount equivalent to ten percent of the grant; and

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

(2) to permit the Government of the United States to utilize these funds from the special account as determined over time by the President as necessary for payment of all of the official costs of the United States Government payable in the currency of that country, including all costs relating to financing the international educational and cultural exchange programs participated in by that country as authorized by the Mutual Educational and Cultural Exchange Act of 1961.

(B) Any amount of currency of a foreign country which is required to be deposited under Subsection (A) (1) of this Section may be waived by the President if he determines that the Government of the United States will be in a position to pay all its official costs, payable in that currency, enumerated under Subsection (A) (2) without the deposit of such amounts and without the necessity of expending U.S. dollars for the purchase of the currency of that country to pay such costs.

(C) Provisions of this Section do not apply in cases where an excess defense article is given or a military assistance grant is made:

(1) to a foreign country under a bilateral agreement which permits the United States Government to operate a military or other similar base there in exchange for excess article or grant; and

(2) Laos, South Vietnam and Cambodia.

(D) No foreign state will be required under this Section to make deposits in the special account which exceed in the aggregate more than US\$20 million in any one year.

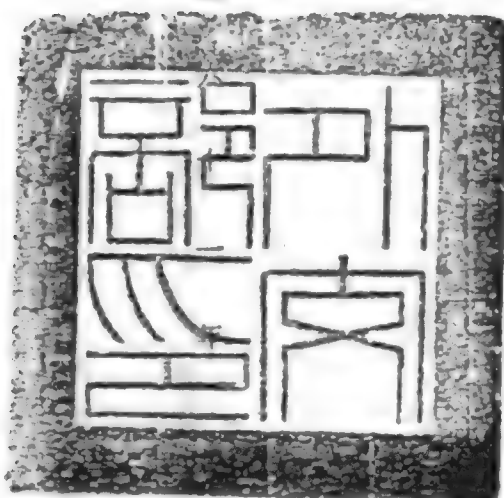
本部長頤向

貴大使重申最高之敬意。

此致

美利堅合衆國駐中華民國大使馬康衛閣下

周書楷



中華民國

中華民國陸軍部
四月十八日於台北

TIAS 7325

一切公務費用，包括但不限於在一九六一年美國共同教育文化交流法案所授權之計劃下，有關資助各項國際教育文化及交流活動之一切費用。

「茲並建議，一項由 貴部長申述中華民國政府接受上述各節之復照，連全本照會，應即構成 貴我兩國政府對於本案之一項協議，該項協議將自一九七二年二月七日起生效，並將適用於自是日起或以後交付之國防物資以及所經資助、同意及交付或提供之各項國防勤務。」等由。

本部長茲代表中華民國政府證實中華民國政府對於上開各節，可予接受。

請求而隨時提款之美國政府賬戶：

「(甲)關於贈予中華民國政府之任何超量國防物資部分，以美國政府所訂該項物資合理價格之十分之一數額為準；及

「(乙)關於對中華民國之軍援贈與部分，則以該項贈與總值十分之一數額為準。關於國防物資之交付及國防勤務之提供以及其有關價值等節，美方每年分四次通知中華民國政府。上述款項將應美國政府之請求而存入美國政府賬戶，該項請求則將在前述交付通知後之一年以內予以提出。在任一美方會計年度內，其為交付而需要存放之款額，將不超出相當於兩千萬美元之新台幣。

「茲另建議所存款項，可用於支付美政府需以新台幣支付之

The Chinese Minister of Foreign Affairs to the American Ambassador

照會

逕復者：接准

外(61)北英一
07759

貴大使本日第〇〇八號照會內開：

「關於業經修正之一九六一年美國援外法案中包括要求支付予美國政府相等於美國對中華民國政府所提供贈與軍援及超量國防物資總值十分之一新台幣之規定一案，貴我雙方最近曾作磋商。」

「依照該項規定，茲建議由中華民國政府按照不低於存款當日，在中華民國境內之經授權之匯兌商所出售美元之最佳合法兌換率，以新台幣將下列各款項存入中國中央銀行所設之得應美方

Translation

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF CHINA

No. Wal(61) Pei-Mel 1—07750

APRIL 18, 1972

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 008 of today's date reading as follows:

[For the English language text, see p. 630.]

In reply, I have the honor to confirm, on behalf of the Government of the Republic of China, that the foregoing is acceptable to the Government of the Republic of China.

Accept, Excellency, the renewed assurances of my highest consideration.

Chow Shu-kai
Minister of Foreign Affairs

His Excellency
WALTER P. McCONAUGHY
Ambassador of the United States of America
Taipei

TIAS 7825

FEDERAL REPUBLIC OF GERMANY

**Pension Insurance for Certain United States
Army Employees in Germany**

Agreement signed at Bonn September 11, 1970;

*Approved by the Secretary of State on behalf of the United States
of America March 10, 1972;*

Ratified by the Federal Republic of Germany April 24, 1972;

Approval and ratification exchanged at Bonn April 27, 1972;

Entered into force June 1, 1972;

Effective November 1, 1950.

**AGREEMENT BETWEEN THE
UNITED STATES OF AMERICA
AND THE FEDERAL
REPUBLIC OF GERMANY
ON THE PENSION INSURANCE
OF CERTAIN EMPLOYEES
OF THE UNITED STATES
ARMY**

**ABKOMMEN ZWISCHEN DEN
VEREINIGTEN STAATEN
VON AMERIKA UND
DER BUNDESREPUBLIK
DEUTSCHLAND ÜBER DIE
RENTENVERSICHERUNG
GEWISSE ARBEITNEHMER
DER LANDSTREITKRÄFTE
DER VEREINIGTEN
STAATEN VON
AMERIKA**

**THE UNITED STATES OF AMERICA
AND
THE FEDERAL REPUBLIC OF
GERMANY**

**DIE VEREINIGTEN STAATEN VON
AMERIKA
DIE BUNDESREPUBLIK
DEUTSCHLAND**

IN THE DESIRE to guarantee the protection under the German legally-established pension insurance system for certain employees of the United States Army stationed in the Federal Republic of Germany,

IN DEM WUNSCH, den Schutz der deutschen gesetzlichen Rentenversicherung für gewisse, von den in der Bundesrepublik Deutschland stationierten Landstreitkräften der Vereinigten Staaten von Amerika beschäftigten Arbeitnehmer zu gewährleisten, —

HAVE AGREED AS FOLLOWS:

ARTICLE 1

This agreement applies to persons who, as members of Labor Service Groups of the United States Army stationed in the Federal Republic of Germany, were transferred to France after October 30, 1950, were employed there by the United States Army prior to April 1, 1967 and who, on the date of the signing of this agreement resided ordinarily within the territory of a member state of the European Economic Community, or who died prior to such date of signature, if eligible survivors resided ordinarily on this day within the territory of one of the states mentioned.

ARTICLE 2

The German legal provisions of the established pension insurance system shall apply with regard to the employment of persons designated in Article 1, as if the persons, for the duration of their employment, had been employed as manual workers at the locality of the Headquarters of the United States Army stationed in the Federal Republic of Germany.

SIND WIE FOLGT ÜBEREINGEKOMMEN:

ARTIKEL 1

Dieses Abkommen bezieht sich auf Personen, die als Angehörige von Dienstgruppen der in der Bundesrepublik Deutschland stationierten Landstreitkräfte der Vereinigten Staaten von Amerika nach dem 30. Oktober 1950 nach Frankreich verlegt worden sind, dort vor dem 1. April 1967 bei den Landstreitkräften der Vereinigten Staaten von Amerika beschäftigt waren und sich am Tage der Unterzeichnung dieses Abkommens gewöhnlich im Gebiet eines Mitgliedstaates der Europäischen Wirtschaftsgemeinschaft aufgehalten haben oder vor dem Tage der Unterzeichnung gestorben sind, sofern sich anspruchsberechtigte Hinterbliebene an diesem Tage gewöhnlich im Gebiet eines der genannten Staaten aufgehalten haben.

ARTIKEL 2

Für die in Artikel 1 bezeichneten Personen gelten hinsichtlich der dort genannten Beschäftigung die deutschen Rechtsvorschriften über die gesetzliche Rentenversicherung, als wären die Personen für die Dauer der Beschäftigung als Arbeiter am Sitz des Hauptquartiers der in der Bundesrepublik Deutschland stationierten Landstreitkräfte der Vereinigten Staaten von Amerika beschäftigt gewesen.

TIAS 7326

ARTICLE 3

(1) The Headquarters designated in Article 2 will pay the contributions for the periods of employment mentioned under Article 1 directly to the competent insurance carrier within 12 months after the effective date of this agreement.

(2) The contributions shall be paid in accordance with the legal provisions which applied to the computation of contributions for employees subject to compulsory insurance on April 1, 1967.

(3) The contributions shall be considered as having been paid on time. The beginning of a compensable episode covered by insurance shall not act to bar the payment of contributions. Voluntary contributions made during the time of employment are to be counted as contributions under the increased level insurance provisions.

(4) The contributions shall be accompanied by certificates which designate the beginning and the end of the employment periods and the amount of the gross earnings, including the value of board and room, in Deutsche Mark, which were paid in each individual calendar year for the mentioned employment periods. The insurance carrier shall certify the periods and earnings, and issue to the insured person a statement of accounting to cover.

(5) The regulations concerning the portion paid into the fund by an insured per-

ARTIKEL 3

(1) Das in Artikel 2 bezeichnete Hauptquartier entrichtet die Beiträge für Zeiten der in Artikel 1 genannten Beschäftigung binnen zwölf Monaten nach dem Inkrafttreten dieses Abkommens unmittelbar an den zuständigen Versicherungsträger.

(2) Die Beiträge sind nach den Rechtsvorschriften zu entrichten, die am 1. April 1967 für die Berechnung der Beiträge für versicherungspflichtige Beschäftigte galten.

(3) Die Beiträge gelten als rechtzeitig entrichtet. Der Eintritt des Versicherungsfalles steht der Entrichtung nicht entgegen. Die für die Zeit der Beschäftigung entrichteten freiwilligen Beiträge gelten als Beiträge der Höherversicherung.

(4) Den Beiträgen wird eine Bescheinigung beigelegt, die Beginn und Ende der Beschäftigungszeiten und die Höhe der Bruttoentgelte, einschliesslich des Werts der Verpflegung und der Unterkunft, in Deutscher Mark bezeichnet, die in den einzelnen Kalenderjahren für die genannten Beschäftigungszeiten gezahlt sind. Der Versicherungsträger beurkundet die Zeiten und Entgelte und erteilt dem Versicherten darüber eine Aufrechnungsbescheinigung.

(5) Rechtsvorschriften über die Beteiligung des Versicherten an der Aufbringung der Mittel

son, and concerning reimbursement of contributions, shall not be applied.

(6) When contributions for a person specified in Article 1 have erroneously not been paid within the time period mentioned in Paragraph (1) they will be paid later. Contributions which have been erroneously paid for persons not specified in Article 1 shall be refunded.

ARTICLE 4

(1) Pension benefits already established will upon request be redetermined to conform to this agreement. They may also be recomputed by initiative of the insurance carrier. The fact that previous decisions have taken final effect shall not act to preclude a redetermination of benefits in conformity with this agreement.

(2) To the extent that the contributions described in Article 3 apply, the legal provisions as to the expiration of time limits for the filing of benefit claims shall not apply.

(3) Should the re-determinations according to Paragraph (1) result in denial of any claim or in a pension lower than that which was paid for the time prior to the effective date of this agreement, the payment of the previous pension amount shall be continued.

ARTICLE 5

If the Headquarters designated in Article 2, in expectation

und über die Beitragserstattung sind nicht anzuwenden.

(6) Wurden für eine in Artikel 1 bezeichneten Person innerhalb der in Absatz 1 genannten Frist irrtümlich Beiträge nicht entrichtet, so sind sie später zu entrichten. Wurden für eine nicht in Artikel 1 bezeichnete Person irrtümlich Beiträge entrichtet, so sind sie zurückzuzahlen.

ARTIKEL 4

(1) Bereits festgestellte Leistungen werden unter Berücksichtigung dieses Abkommens auf Antrag neu festgestellt. Sie können auch von Amts wegen neu festgestellt werden. Die Rechtskraft früherer Entscheidungen steht der Neufeststellung des Anspruchs auf die Leistungen unter Berücksichtigung dieses Abkommens nicht entgegen.

(2) Soweit die in Artikel 3 bezeichneten Beiträge zu berücksichtigen sind, bleiben Rechtsvorschriften über die Verjährung des Leistungsanspruchs unberücksichtigt.

(3) Ergäbe die Neufeststellung nach Absatz 1 keine oder eine niedrigere Rente als sie zuletzt für die Zeit vor dem Inkrafttreten dieses Abkommens gezahlt worden ist, so ist der bisherige Zahlungsbetrag der Rente weiter zu gewähren.

ARTIKEL 5

Hat das in Artikel 2 bezeichnete Hauptquartier in Erwar-

of a claim to benefits based on this agreement, has granted support compensation for periods prior to the effective date of this agreement, it may request reimbursement therefor from the pension claim based on this agreement for the same periods, but only up to the amount of the support compensation granted. The consent of the claimant involved is not required. If a claimant does not file a request for a determination, or for a re-determination [Article 4, Paragraph (1)] of a pension claim, the Headquarters may do so on his behalf to safeguard his rights.

ARTICLE 6

(1) Disputes between the two contracting states concerning the interpretation or application of this agreement shall be settled, insofar as possible, through the competent authorities.

(2) If a dispute cannot be settled in this manner, it will be referred to an arbitration board at the request of either contracting state.

(3) An arbitration board will be established on an ad hoc basis with each contracting state appointing one member, and both members agreeing on a citizen from a third North Atlantic Treaty Organization member state as chairman who will be appointed by the governments of the two contracting states. The members will be appointed within two months, and the chairman within three months, after one

tung eines unter Berücksichtigung dieses Abkommens begründeten Leistungsanspruchs eine Unterstützung für Zeiten vor Inkrafttreten dieses Abkommens gewährt, so kann es aus dem für dieselben Zeiten unter Berücksichtigung dieses Abkommens begründeten Rentenanspruch Ersatz beanspruchen, jedoch nur bis zur Höhe der gewährten Unterstützung. Der Zustimmung des Berechtigten bedarf es nicht. Stellt der Berechtigte keinen Antrag auf Feststellung eines Leistungsanspruchs oder auf Neufeststellung eines Leistungsanspruchs (Artikel 4 Absatz 1), so kann das Hauptquartier die Rechte des Berechtigten wahrnehmen.

ARTIKEL 6

(1) Streitigkeiten zwischen den beiden Vertragsstaaten über die Auslegung oder Anwendung dieses Abkommens sollen soweit möglich, durch die zuständigen Behörden beigelegt werden.

(2) Kann eine Streitigkeit auf diese Weise nicht beigelegt werden, so wird sie auf Verlangen eines Vertragsstaates einem Schiedsgericht unterbreitet.

(3) Das Schiedsgericht wird von Fall zu Fall gebildet, indem jeder Vertragsstaat ein Mitglied bestellt und beide Mitglieder sich auf den Angehörigen eines dritten Mitgliedstaates der Nordatlantikvertrags - Organisation als Obmann einigen, der von den Regierungen beider Vertragsstaaten bestellt wird. Die Mitglieder werden innerhalb von zwei Monaten, der Obmann innerhalb von drei Monaten

contracting state has informed the other that it will refer the dispute to an arbitration board.

(4) If the deadlines mentioned in Paragraph (3) are not met, each contracting state may, in the absence of other agreements, ask the Secretary General of the North Atlantic Treaty Organization to make the necessary appointments. If the Secretary General has the citizenship of one of the contracting states or is prevented from acting for another reason, the Deputy Secretary General shall make the appointments. In case the Deputy Secretary General also possesses the citizenship of one of the two contracting states or is prevented from acting for another reason, the next Assistant Secretary General following in rank by protocol who has not the citizenship of one of the two contracting states and who is not prevented from acting for another reason, shall make the appointments.

(5) The arbitration board shall make its decision by majority vote on the basis of the agreements existing between the parties and general international law. Its decisions are binding. Each contracting state bears the cost for its member, as well as for its representation in the proceedings before the arbitration board; the cost for the chairman as well as other expenses, are shared equally between the contracting states. The arbitration

bestellt, nachdem der eine Vertragsstaat dem anderen mitgeteilt hat, dass er die Streitigkeiten einem Schiedsgericht unterbreiten will.

(4) Werden die in Absatz 3 genannten Fristen nicht eingehalten, so kann in Ermangelung einer anderen Vereinbarung jeder Vertragsstaat den Generalsekretär der Nordatlantikvertrags-Organisation bitten, die erforderlichen Ernennungen vorzunehmen. Besitzt der Generalsekretär die Staatsangehörigkeit eines der beiden Vertragsstaaten oder ist er aus einem anderen Grund verhindert, so soll der Erste Stellvertretende Generalsekretär die Ernennungen vornehmen. Besitzt auch der Erste Stellvertretende Generalsekretär die Staatsangehörigkeit eines der beiden Vertragsstaaten oder ist auch er aus anderem Grunde verhindert, so soll der nach dem Protokoll im Rang nächstfolgende Stellvertretende Generalsekretär, der nicht die Staatsangehörigkeit eines der beiden Vertragsstaaten besitzt und nicht aus anderem Grunde verhindert ist, die Ernennungen vornehmen.

(5) Das Schiedsgericht entscheidet mit Stimmenmehrheit auf Grund der zwischen den Parteien bestehenden Verträge und des allgemeinen Völkerrechts. Seine Entscheidungen sind bindend. Jeder Vertragsstaat trägt die Kosten seines Mitglieds sowie seiner Vertretung in dem Verfahren vor dem Schiedsgericht; die Kosten des Obmanns sowie die sonstigen Kosten werden von den Vertragsstaaten zu gleichen Teilen getragen. Das

TIAS 7326

board can make a different decision concerning the allocation of expenses. In all other respects the arbitration board shall establish its own rules of procedure.

(6) If an arbitral decision against the Government of the United States should involve the payment of a sum of money, such payment shall be subject to the appropriation of such funds by the Congress of the United States of America.

ARTICLE 7

This agreement is also valid for Land Berlin, unless the Government of the Federal Republic of Germany makes a declaration to the contrary to the Government of the United States of America within three months after the effective date of this agreement. In the application of this agreement to Berlin, the references to the Federal Republic of Germany will apply also as references to Land Berlin.

ARTICLE 8

(1) This agreement requires ratification or approval; the instruments of ratification or approval will be exchanged as soon as possible in Bonn.

(2) This agreement is made retroactive to November 1, 1950 and will enter into force [¹] on the first day of the second month after the end of the month in

Schiedsgericht kann eine andere Kostenregelung treffen. Im übrigen regelt das Schiedsgericht sein Verfahren selbst.

(6) Ist ein Schiedsspruch gegen die Regierung der Vereinigten Staaten mit der Zahlung eines Geldbetrages verbunden, so bedarf diese Zahlung der Bewilligung der diesbezüglichen Mittel durch den Kongress der Vereinigten Staaten von Amerika.

ARTIKEL 7

Dieses Abkommen gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach Inkrafttreten dieses Abkommens eine gegenteilige Erklärung abgibt. Bei der Anwendung des Abkommens auf Berlin gelten die Bezugnahmen auf die Bundesrepublik Deutschland auch als Bezugnahmen auf das Land Berlin.

ARTIKEL 8

(1) Dieses Abkommen bedarf der Ratifikation oder Genehmigung; die Ratifikations- oder Genehmigungsurkunden werden so bald wie möglich in Bonn ausgetauscht werden.

(2) Dieses Abkommen tritt rückwirkend auf den 1. November 1950 am ersten Tag des zweiten Monats nach Ablauf des Monats in Kraft, in dem die Ra-

¹ June 1, 1972.

which the instruments of ratification or approval are exchanged.

DONE AT BONN, on September 11, 1970 in two original copies, each in the English and German languages, both versions being equally authentic.

tifikationsoder Genehmigungsurkunden ausgetauscht werden.

GESCHEHEN ZU BONN am 11. September 1970 in zwei Urschriften, jede in englischer und deutscher Sprache, wobei jeder Wortlaut gleichermassen verbindlich ist.

FOR THE
UNITED STATES OF AMERICA

FÜR DIE
VEREINIGTEN STAATEN VON
AMERIKA

KENNETH RUSH

FOR THE
FEDERAL REPUBLIC OF
GERMANY

FÜR DIE
BUNDESREPUBLIK
DEUTSCHLAND

FRANK.

Prof. Dr. K. JANTZ

SINGAPORE

Surplus Property: Off-Shore Sales Facility

*Agreement signed at Singapore May 5, 1972;
Entered into force May 5, 1972.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE REGARDING AN OFF-SHORE SALES FACILITY FOR PROPERTY DISPOSAL

WHEREAS the Government of the United States desires to establish in Singapore an OFF-SHORE SALES FACILITY (hereinafter referred to as the "said Facility") FOR PROPERTY DISPOSAL of American excess Equipment from Vietnam (hereinafter referred to as the "said Equipment").

AND WHEREAS the Government of the Republic of Singapore is desirous of assisting the Government of the United States to the fullest extent possible in the establishment and operation of the said Facility subject to the terms and conditions hereinafter appearing;

IT IS HEREBY AGREED AS FOLLOWS:

1. The Government of the Republic of Singapore will provide the Government of the United States in the first instance 50 acres of land in the Bedok area in Singapore (hereinafter referred to as "the said Land") at the nominal rent of US \$5.00 per year, for the establishment of the said Facility. Any extra land required by the Government of the United States will be furnished subject to such terms and conditions as may be mutually agreed upon.

2. (1) The Government of the Republic of Singapore will provide the Government of the United States the following services (hereinafter referred to as the "said Services") to the said Land on monthly payment terms to be agreed upon—

- (a) stevedoring services;
- (b) security services either from local police or private sources;
- (c) management and clerical services for the site;
- (d) daily rated labour for storage and stacking the equipment;
- (e) mechanical and materials handling equipment as may be required by the Government of the United States.

(2) The Government of the United States shall pay the Government of the Republic of Singapore for the said Services on receipt of invoices submitted by the Government of the Republic of Singapore at the end of each month.

(3) For the provision of the said Services the Government of the Republic of Singapore may appoint such agents as it deems fit, provided, however, that all agreements that will be entered into by the Government of the United States for this project will be with the Government of the Republic of Singapore, and not with the agents of that Government who shall remain the agents or contractors of that Government and answerable to that Government for the provision of the said Services.

(4) The Government of the Republic of Singapore agrees to make property improvements (hereinafter referred to as the "said Property Improvements") to the said Land. The said Property Improvements include but are not limited to a timber-built administrative office, essential services, telephones and fencing (with concertina wire) of the said Land.

(5) Payment for the said Property Improvements shall be fixed at an amount to be assessed and mutually agreed upon and payable monthly by the Government of the United States to the Government of the Republic of Singapore.

(6) The Government of the Republic of Singapore shall provide perimeter security around the said Land.

(7) The Government of the Republic of Singapore shall provide a Liaison Officer who will have access to local government, industrial offices, and consultants as may be required in order to assist the Government of the United States in the establishment and operation of the said Facility.

3. (1) The Government of the Republic of Singapore shall have first right of purchase of any or all of the said Equipment at such prices and terms as may be mutually agreed upon.

(2) The Government of the United States shall furnish to the Government of the Republic of Singapore a list of items of the said Equipment at least 30 days prior to the scheduled bid opening date. The Government of the Republic of Singapore shall have first right of purchase of any item or all the items of the said Equipment up to the close of normal business hours on the 15th calendar day prior to the scheduled bid opening date. It is agreed that prospective bidders may inspect property during the entire 30 day period.

(3) In the absence of mutual agreement on prices and terms having been reached within the 30 day period, the Government of the United States shall be free to sell the items of the said Equipment in accordance with the terms of this Agreement.

(4) When the Government of the Republic of Singapore exercises first right of purchase of any item of the said Equipment, the following shall be a term of the contract of sale:

"The Government of Singapore certified that the property covered by this contract is intended for use by the Government of Singapore only. In the event of resale or export of any property designated 'IC/DV' (Import Certificate/Delivery Verification), or the value (contract price) of which exceeds \$1,000 US, the Government of Singapore agrees to obtain prior U.S. approval."

4. The said Equipment may be sold by the Government of the United States into the domestic economy, provided, however, that customs duties or taxes assessed by the Government of the Republic of Singapore are first paid. Taxes or duties will not be assessed on the said Equipment which is exported.

5. The sale of the said Equipment to other parties will be dealt with by the Government of the United States, and the Government of the Republic of Singapore will not be responsible for sales.

6. The shipment of the said Equipment from Vietnam to Singapore will be done primarily by the Government of the United States in U.S. ships either belonging to it or chartered by it in the normal course of business. The Government of the Republic of Singapore shall cooperate with the Government of the United States in seeing to the availability of other ocean going bottoms for charter by the Government of the United States to ship the said Equipment from Vietnam.

7. The Government of the Republic of Singapore agrees to permit the entry into Singapore of such U.S. personnel as are considered by the Government of the United States as necessary to administer operations of the said Facility.

8. The Government of the United States shall have the right to import vehicles and other equipment as may be considered necessary by it for administrative support of the operations of the said Facility.

9. The Government of the Republic of Singapore shall permit free importation into Singapore for sale by the Government of the United States of any item of the said Equipment which the Government of the United States may declare as excess to its needs during the continuance of this Agreement. No guarantee is given by the Government of the United States as to the quantity or quality of any of the items of the said Equipment.

10. The Government of the United States shall not include as any item of the said Equipment, explosive materials, firearms, ammunition, toxic chemicals or other items inherently dangerous. Provided that if any such inherently dangerous item of the said Equipment is inadvertently included in any items of the said Equipment brought

into Singapore, the Government of Singapore shall hold the Government of the United States harmless for such inadvertent inclusion.

11. Singapore currency derived from such sales shall be freely usable for any and all U.S. expenditures in Singapore. Other currencies derived from such sales may be freely exported from Singapore at the discretion of the Government of the United States.

12. The said Equipment may be sold for any currency acceptable to the Government of the United States on an individual transaction basis. Convertability of currency to U.S. dollars is guaranteed by the Government of the Republic of Singapore at prevailing market rates so long as such currency is quoted in the financial or banking market of Singapore.

13. The United States Government shall have the right to exercise Security Trade Controls as prescribed by the U.S. Department of Defense to prevent the sale and/or shipment of the said Equipment to persons and/or destinations prohibited by U.S. regulations from acquiring such property.

14. The said Equipment may be imported and exported in any volume or quantity as the Government of the United States may deem fit and necessary.

15. The said Equipment and the vessels in which they are being imported may be sanitized by the Government of the United States in accordance with U.S. requirements.

16. This Agreement shall remain in force for a period of one year from the date hereof and thereafter may be renewed on a year to year basis on such terms as may be mutually agreed upon.

17. This Agreement may be terminated by either party at any time, upon giving 60 days prior written notice to the other of its intention to terminate the Agreement.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed this Agreement. DONE at Singapore this Fifth day of May, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JOHN J O'NEILL Jr.

FOR THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE:

PANG TEE POW

TIAS 7327

UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries: Northeastern Part of the Pacific Ocean off the United States Coast

***Agreement amending the agreement of February 12, 1971.
Effected by exchange of notes
Dated at Moscow February 22 and March 15, 1972;
Entered into force March 15, 1972.***

The American Embassy to the Soviet Ministry of Foreign Affairs

Aide-Memoire

The Embassy refers to the Agreement between the Government of the United States of America and the Government of the Union of the Soviet Socialist Republics on certain fisheries problems in the northeastern part of the Pacific Ocean off the coast of the United States of America. [1]

Paragraph 12 of that Agreement states: "Should a change in the dates of closure of the areas specified in Paragraph 4(C) or Paragraph 7 of the Agreement become necessary, the two governments will consult through diplomatic channels, at the request of either government, with a view to an appropriate change in such dates."

In accordance with the provisions of Paragraph 12 of the Agreement it is proposed that the dates of closure of the three areas specified in Paragraph 4(C) of the Agreement be changed from "May 7 to May 21 inclusive" to "May 1 to May 15 inclusive". It is also proposed that the dates of closure for the areas specified in Paragraph 7(A) and Paragraph 7(B) be changed from "March 22 to 27 inclusive" to "March 17 to 22 inclusive". No change is proposed in the dates of closure of the area specified in Paragraph 7(C).

The need for these changes arises from changes in the opening dates of the Halibut Fishing Season for 1972 in the areas described.

In view of the short time remaining before the beginning of the fishing season, an early response would be appreciated.

EMBASSY OF THE UNITED STATES OF AMERICA
Moscow, February 22, 1972

¹ TIAS 7046; 22 UST 143.

The Soviet Ministry of Foreign Affairs to the American Embassy

МИНИСТЕРСТВО
ИНОСТРАННЫХ ДЕЛ СССР

№ IO/осша

ПАМЯТНАЯ ЗАПИСКА

Министерство Иностранных Дел СССР, ссылаясь на Памятную записку Посольства США от 22 февраля 1972 года, сообщает, что советская сторона не имеет возражений против предлагаемых изменений сроков закрытия трех районов, указанных в параграфах 4(с), 7(а) и 7(в) Соглашения между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки по некоторым вопросам рыболовства в северо-восточной части Тихого океана у побережья Соединенных Штатов Америки.

Москва, "15" марта 1972 года

TIAS 7328

Translation

MINISTRY OF FOREIGN AFFAIRS
OF THE UNION OF SOVIET
SOCIALIST REPUBLICS

No. 10/usa

Aide-Memoire

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics, referring to the Aide-Memoire of the United States Embassy of February 22, 1972, communicates that the Soviet side has no objections to the proposed changes in the dates of closure of the three areas specified in paragraphs 4(c), 7(a) and 7(b) of the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Certain Fisheries Problems in the Northeastern Part of the Pacific Ocean off the Coast of the United States of America.

Moscow, March 15, 1972

TIAS 7328

URUGUAY

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Dated at Montevideo May 2, 1972;
Entered into force May 2, 1972;
Effective February 7, 1972.*

*The American Embassy to the Uruguayan Ministry of Foreign
Affairs*

No. 150

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of the Oriental Republic of Uruguay and has the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971, [1] which includes a provision requiring payment to the United States Government in Uruguayan pesos of ten percent of the value of grant military assistance and excess defense articles provided by the United States to the Government of Uruguay.

In accordance with that provision, it is proposed that the Government of Uruguay will deposit in an account to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in the country of Uruguay for Uruguayan pesos on the date deposits are made, the following amounts in Uruguayan pesos: (A) ten percent of the fair value, as determined by the United States Government, of any excess defense article given to and accepted by the Government of Uruguay; (B) ten percent of the value of any grant of military assistance made to and accepted by the Government of Uruguay. The Government of Uruguay will be notified quarterly of deliveries of defense articles and rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification of deliveries. No more than 20 million dollars in Uruguayan pesos

¹ 86 Stat. 26; 22 U.S.C. § 2321g.

will be required to be deposited for deliveries in any one United States fiscal year.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in Uruguayan pesos, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961. [1]

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Uruguay shall, together with this note, constitute an agreement between our Governments on this subject effective from and after February 7, 1972 and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

C. W. A.

EMBASSY OF THE UNITED STATES OF AMERICA,
MONTEVIDEO, May 2, 1972

*The Uruguayan Ministry of Foreign Affairs to the
American Embassy*

MINISTERIO DE RELACIONES EXTERIORES

Nota N° 90

El Ministerio de Relaciones Exteriores de la República Oriental del Uruguay saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de acusar recibo a la nota N° 150 de esta fecha, que dice así:

"N° 150

La Embajada de los Estados Unidos de América saluda atentamente al Ministerio de Relaciones Exteriores del Gobierno de la República Oriental del Uruguay y tiene el honor de hacer referencia a las recientes conversaciones relacionadas con la ley de 1971 de los Estados Unidos sobre ayuda al exterior, la que incluye una disposición requiriendo el pago al Gobierno de los Estados Unidos en pesos Uruguayos del diez por ciento del valor de asistencia militar y artículos excedentes de defensa proporcionados por Estados Unidos al Gobierno del Uruguay. De conformidad con dicha disposición, proponemos que el Gobierno

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

del Uruguay deposite en una cuenta que especificará el Gobierno de los Estados Unidos, a un tipo de cambio que no sea menos favorable para el Gobierno de los Estados Unidos que el mejor tipo legal de cambio al cual se venden dólares de los Estados Unidos por agentes de cambio autorizados en el Uruguay por pesos Uruguayos en la fecha en que se efectúan los depósitos, los montos siguientes en pesos Uruguayos: (A) diez por ciento del valor justo, como sea determinado por el Gobierno de los Estados Unidos, de cualquier artículo excedente de defensa dado a y aceptado por el Gobierno del Uruguay; (B) diez por ciento del valor de cualquier subvención de asistencia militar dada a y aceptada por el Gobierno del Uruguay. El Gobierno del Uruguay recibirá una notificación trimestralmente sobre las entregas de artículos de defensa y la prestación de servicios de defensa, así como el valor de los mismos. Los depósitos en la cuenta del Gobierno de los Estados Unidos serán pagaderos a petición del Gobierno de los Estados Unidos. Dicha petición se hará, de hacerse, dentro del plazo de un año después de la anteriormente señalada notificación de las entregas. No se requerirá depositar mas de 20 millones de dólares en pesos Uruguayos para las entregas que se realicen durante un año fiscal cualquiera de los Estados Unidos. Proponemos, además, que los montos que hayan de depositarse podrán utilizarse para pagar todos los costos oficiales del Gobierno de los Estados Unidos pagaderos en pesos Uruguayos, incluyendo, pero sin limitarse a ellos, todos los costos relacionados con el financiamiento de actividades internacionales educacionales y de intercambio cultural, según programas autorizados por la ley de 1961 de los Estados Unidos sobre intercambio mutuo educacional y cultural. Proponemos, finalmente, que la respuesta del Ministerio declarando que lo que antecede es aceptable para el Gobierno del Uruguay, juntamente con esta nota, constituirán un acuerdo entre nuestros dos Gobiernos sobre esta materia, el cual entrará en vigor el 7 de Febrero de 1972, y a partir de esa fecha, y será aplicable a entregas de artículos de defensa y prestación de servicios de defensa financiados o acordados y entregados o prestados en o después de esa fecha. La Embajada de los Estados Unidos de América aprovecha esta oportunidad para reiterar al Ministerio de Relaciones Exteriores las seguridades de su más alta consideración. Embajada de los Estados Unidos de América, Montevideo, 2 de mayo de 1972."

El Ministerio de Relaciones Exteriores expresa al respecto que lo que antecede es aceptable para el Gobierno del Uruguay y que esta nota, junto con la N° 150 recibida de esa Embajada, constituyen un acuerdo entre nuestros Gobiernos sobre esta materia, en los términos señalados más arriba.

El Ministerio de Relaciones Exteriores hace propicia esta ocasión para reiterar a la Embajada de los Estados Unidos de América las seguridades de su más alta consideración.

MONTEVIDEO, 2 de mayo de 1972.



Translation

MINISTRY OF FOREIGN AFFAIRS

Note no. 90

The Ministry of Foreign Affairs of the Oriental Republic of Uruguay presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of note No. 150 of this date, which reads as follows:

[For the English language text, see p. 653.]

The Ministry of Foreign Affairs states in this connection that the foregoing is acceptable to the Government of Uruguay, and that this note, together with Embassy note No. 150, constitute an agreement between our Governments on this subject, in the above-stated terms.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

MONTEVIDEO, May 2, 1972

[Initialed]

[SEAL]

THAILAND

Agricultural Commodities

*Agreement signed at Bangkok March 17, 1972;
Entered into force March 17, 1972.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF THAILAND FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Kingdom of Thailand,

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Government of the Kingdom of Thailand (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended [¹] (hereinafter referred to as the Act), and the measures that

¹ 80 Stat. 1526; 7 U.S.C. § 1701 et seq.

the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

PART I—GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount,

as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such an initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that proportion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein, and special provisions relating to the sale are also set forth in Part II and in the applicable annex.

C. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates specified elsewhere in this agreement as follows:

1. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

2. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Wash-

TIAS 7330

ington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall :

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement;

2. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America) ; and

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under this agreement during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of

the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Item I, Part II of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Sections A. 2 and 3 of this Article; and

4. statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier;

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country; and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate which is not less favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this Section G.

II. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity as provided for in subsection 103(1) of the Act.

PART II—PARTICULAR PROVISIONS

ITEM I. Commodity Table

<u>Commodity</u>	<u>Supply Period</u> (calendar year)	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u> (millions)
Tobacco	1972	2, 840 MT	\$6. 7
Wheat/Wheat Flour (wheat basis)	1972	15, 000 MT	0. 9
		Subtotal	\$7. 6
Tobacco	1973	2, 268 MT	5. 5
Wheat/Wheat Flour (wheat basis)	1973	15, 000 MT	0. 9
		Subtotal	\$6. 4
		TOTAL	\$14. 0

ITEM II. Payment Terms**Convertible Local Currency Credit**

1. Initial Payment—None.
2. Currency Use Payment—10 percent of the dollar amount of the financing by the Government of the exporting country under this agreement is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the CLCC Annex applicable to this agreement. No requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation (CCC) under this agreement.
3. Number of installment payments—31.
4. Amount of each installment payment—approximately equal annual amounts.
5. Due date of first installment payment—10 years from date of last delivery of commodities in each calendar year.
6. Initial interest rate—2 percent.
7. Continuing interest rate—3 percent.

ITEM III. Usual Marketing Table

<u>Commodity</u>	<u>Import Period</u> (calendar year)	<u>Usual Marketing Requirement</u> (metric tons)
Tobacco	1972 and 1973	9,200 (of which at least 9,000 must be imported each year from the United States of America)
Wheat/Wheat Flour	1972 and 1973	50,000 each year

ITEM IV. Export Limitations

1. The export limitation period, with respect to each commodity financed under this agreement, for commodities the same as, or like, the commodities financed under this agreement, shall be the period beginning on the date of this agreement and ending on the terminal date of the supply period or on the date when all of the relevant commodities have been imported and utilized, whichever date occurs later.

2. For the purposes of Part I, Article III.A.3, of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or same products under different name).

ITEM V. Self-Help Measures

The Government of the Kingdom of Thailand continues to accord high priority to increasing agricultural production and improving

marketing. Among the principal areas to be emphasized are the following:

1. The Government of Thailand will make every effort to assure that credit needs of small farmers are satisfied. Short-term as well as medium- and long-term credit will be provided at reasonable interest rates.

2. The Government of Thailand intends to focus priority attention on the establishment of a rational and comprehensive rural extension system. The policy will insure that major efforts of government agencies, particularly the Ministry of Agriculture, are fully coordinated and directed to meeting the needs of the agricultural sector to the fullest extent and in the most efficient manner possible.

3. The Government of Thailand will take all possible measures to minimize losses of food grains including the improvement of drying, milling and storage facilities.

4. The Government of Thailand agrees to undertake a thorough analysis of the agricultural sector in order to identify bottlenecks and as a basis for implementation of a comprehensive plan for agricultural development in Thailand.

ITEM VI. Economic Development Purposes
for Which Proceeds Accruing to the
Importing Country are to be Used

For the purposes specified in Item V, and to the "Bank for Agriculture and Agricultural Cooperatives" and the "Industrial Finance Corporation of Thailand," in equal proportions, for such economic development purposes as may be mutually agreed upon.

ITEM VII. Other Provisions

1. The currency use payment under Item II.2 of this part shall be credited against the amount of each year's interest payment due during the period prior to the due date of the first installment payment starting with the first year, plus the combined payments of principal and interest starting with the first installment payment until the value of the currency use payment has been offset.

2. Notwithstanding paragraph 4 of the Convertible Local Currency Credit Annex, the importing country may withhold from deposit in the special account referred to in such paragraph or may withdraw from the amounts deposited therein as much of the proceeds accruing to it from the sale of the commodities financed under this agreement as is equal to the amount of currency use payments made by the Government of the importing country.

3. The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but it shall not finance the balance of the cost of ocean transportation of such commodities.

PART III—FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Bangkok, in duplicate, this 17th day of March 1972.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

LEONARD UNGER

Leonard Unger
American Ambassador

FOR THE GOVERNMENT OF THE
KINGDOM OF THAILAND

BOONMA WONGSWAN

Boonma Wongswan
*Under-Secretary of State
Ministry of Finance
Exercising the Authority of
the Minister of Finance*

CONVERTIBLE LOCAL CURRENCY CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF THAILAND FOR SALES OF AGRICUL- TURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on convertible local currency credit terms:

1. As provided in Part I, Article I. F., of this agreement, the Government of the exporting country will bear the cost of ocean freight differential for ocean transportation of those commodities that are required to be carried in United States flag vessels.

2. With respect to commodities delivered in each calendar year, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

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This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in such calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, includ-

ing information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II.A., of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

6. All payments shall be in United States dollars or, if the Government of the exporting country so elects,

- a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III.G., of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or
- b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

LEBANON

Agricultural Commodities

Agreement amending the agreement of August 31, 1971, as amended.

Effectuated by exchange of notes

Signed at Beirut April 28 and May 4, 1972;

Entered into force May 4, 1972.

*The American Ambassador to the Lebanese Minister of the
National Economy*

BEIRUT April 28, 1972

EXCELLENCY:

I have the honor to refer to Agricultural Commodity Sales Agreement of August 31, 1971, as amended, [¹] and propose that Part II, Item I, Commodity Table be revised to include under the appropriate headings the following:

Feed Grains; 1972; 60,000 metric tons; and \$3.3 million. The new total is \$7.5 million.

In Part II, Item III, the Usual Marketing Table, add under the appropriate column headings the following:

Feed Grains; 1972; 86,000 metric tons of which 23,400 metric tons shall be imported from the United States.

In Part II, Item IV, Export Limitation, Paragraph B, add at the end of the text:

“. . . , and for feed grains—corn, cornmeal, barley, grain sorghum, rye and oats”.

All other terms and conditions of the agreement signed August 31, 1971, would remain unchanged.

It is proposed that this note and your reply concurring therein constitute an agreement between our two Governments to enter into force on the date of your note reply.

¹ TIAS 7180, 7212; 22 UST 1568, 1764.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM B BUFFUM

His Excellency
Dr. SAEB JAROUDY
*Minister of National Economy
Republic of Lebanon*

*The Lebanese Minister of the National Economy to the
American Ambassador*

REPUBLIC OF LEBANON
MINISTRY OF THE NATIONAL ECONOMY
OFFICE OF CEREALS AND SUGARBEETS

No. 2523/9

MAY 4, 1972

His Excellency
Mr. WILLIAM BUFFUM
*Ambassador of the United States
of America.
American Embassy
Beirut, Lebanon.*

DEAR Mr. AMBASSADOR,

With reference to Your Excellency's letter of April 28, 1972, to H. E. Dr. Saeb Jaroudi, Minister of the National Economy, regarding the Agricultural Commodity Sales Agreement of August 31, 1971, I have the honor to inform you that the Government of Lebanon accepts with pleasure revision of the Agreement, so as Part II, Item I, Commodity table includes under the appropriate headings the following:

Feedgrains; 1972; 60,000 metric tons; and \$3.3 million. The new total is \$7.5 million.

In Part II, Item III, the Usual Marketing Table, to be added under the appropriate column headings:

Feedgrains; 1972; 86,000 metric tons of which 23,400 metric tons shall be imported from the United States.

In Part II, Item IV, Export Limitation, Paragraph B, to be added at the end of the text:

“. . . , and for feedgrains—corn, corn meal, barley, grain sorghum, rye and oats”.

TIAS 7331

All other terms and conditions of the agreement signed August 31, 1971, remaining unchanged.

I understand that Your Excellency's letter of April 28, 1972 and the present reply constitute an agreement between our two Governments to enter into force as of this date.

Please accept, Mr. Ambassador the assurances of my highest consideration and esteem.

For H.E. Dr. Saeb Jaroudi,
Minister of the National Economy
ELIE S. TOUMA

Elie S. Touma
*Director General,
Cereals and Sugarbeets Office
Ministry of the National Economy
Beirut, Lebanon.*

NICARAGUA

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Dated at Managua March 6 and April 10, 1972;
Entered into force April 10, 1972;
Effective February 7, 1972.*

*The American Embassy to the Nicaraguan Ministry
of Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 14

MANAGUA, D.N., March, 6, 1972

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Nicaragua and has the honor to refer to recent informal discussions between His Excellency, the President of the Republic Anastasio Somoza Debayle and Ambassador Turner B. Shelton regarding the United States Foreign Assistance Act of 1971, [1] which includes a provision requiring payment to the United States Government in Nicaraguan Cordobas of ten percent of the value of grant military assistance and excess defense articles provided by the United States to the Government of Nicaragua.

In accordance with that provision, it is proposed that the Government of Nicaragua will deposit in an account to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in the Country of Nicaragua for Nicaraguan Cordobas on the date deposits are made. The following amounts in Nicaraguan Cordobas (A) in the case of any excess defense article given to the Government of Nicaragua, an amount equal to ten percent of the fair value of that article, as determined by the United States Government, and (B) in the case of a grant of military assistance to the Government of

¹ 86 Stat. 26; 22 U.S.C. § 2321 g.

Nicaragua, an amount equal to ten percent of each such grant. The Government of Nicaragua will be notified quarterly of deliveries of defense articles and rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification of deliveries. No more than Dollars 20 million in Nicaraguan Cordobas will be required to be deposited for deliveries in any one United States Fiscal Year.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in Nicaraguan Cordobas, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Educational and Cultural Exchange Act of 1961.¹

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Nicaragua shall, together with this Note, constitute an agreement between our Governments on this subject effective from and after February 7, 1972 and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

T. B. S.

EMBASSY OF THE UNITED STATES OF AMERICA
MANAGUA, D.N., *March 6, 1972*

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

*The Nicaraguan Ministry of Foreign Affairs to the
American Embassy*

REPUBLICA DE NICARAGUA
AMERICA CENTRAL
MINISTERIO
DE
RELACIONES EXTERIORES

SECRETARIA GENERAL
SECCION DIPLOMATICA

MS. No. 105

El Ministerio de Relaciones Exteriores de la República de Nicaragua saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América y tiene el honor de avisar recibo a la atenta nota verbal No. 14 del 6 de Marzo próximo pasado, por medio de la cual se hace referencia a recientes conversaciones informales sostenidas entre Su Excelencia el Señor Presidente de la República, General Don Anastasio Somoza Debayle y el Excelentísimo Señor Embajador de los Estados Unidos de América Turner B. Shelton, acerca de la Ley de 1971 de los Estados Unidos sobre ayuda al exterior, que incluye una disposición requiriendo el pago al Gobierno de los Estados Unidos de América en córdobas en una proporción del diez por ciento del valor de la asistencia militar y artículos excedentes de defensa proporcionados por aquel país al Gobierno de Nicaragua.

Se agrega en la mencionada nota que de acuerdo con dicha disposición deposite el Gobierno de Nicaragua en una cuenta que especificará el Gobierno de los Estados Unidos de América, a un tipo de cambio que no sea menos favorable para el Gobierno de los Estados Unidos de América que el mejor tipo legal de cambio al cual se venden dólares de los Estados Unidos por agentes de cambio autorizados en Nicaragua por córdobas en la fecha en que se efectúan los depósitos, los montos siguientes en córdobas: "A) en el caso de cualquier artículo excedente de defensa entregado al Gobierno de Nicaragua una cantidad igual al diez por ciento del valor justo de tal artículo, según lo determine el Gobierno de los Estados Unidos, y B) en el caso de una subvención de asistencia militar al Gobierno de Nicaragua, una cantidad igual al diez por ciento de cada una de tales subvenciones. El Gobierno de Nicaragua recibirá una notificación trimestralmente sobre las entregas de artículos de defensa y la prestación de servicios de defensa, así como el valor de los mismos. Los depósitos en la cuenta del Gobierno de los Estados Unidos serán pagaderos a petición del Gobierno de los Estados Unidos. Dicha petición se hará, de hacerse, dentro del plazo de un año después de la anteriormente señalada notificación de las

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entregas. No se requerirá depositar mas de 20 millones de dólares en Córdobas Nicaragüenses para las entregas que se realicen durante un año fiscal cualquiera de los Estados Unidos.

Proponemos, además, que los montos que hayan de depositarse podran utilizarse para pagar todos los costos oficiales del Gobierno de los Estados Unidos pagaderos en Córdobas Nicaragüenses, incluyendo, pero sin limitarse a ellos, todos los costos relacionados con el financiamiento de actividades internacionales educacionales y de intercambio cultural, según programas autorizados por la Ley de 1961 de los Estados Unidos sobre intercambio Mutuo Educacional y Cultural.

Proponemos, finalmente, que la respuesta del Ministerio declarando que lo que antecede es aceptable para el Gobierno de Nicaragua, juntamente con esta Nota, constituirán un acuerdo entre nuestros dos Gobiernos sobre esta materia, el cual entrará en vigor en 7 de Febrero de 1972, y a partir de esa fecha, y será aplicable a entregas de artículos de defensa y prestación de servicios de defensa financiados o acordados y entregados o prestados en o después de esa fecha”.

En respuesta el Ministerio de Relaciones Exteriores comunica a la Honorable Embajada de los Estados Unidos de América que el Gobierno de Nicaragua acepta la propuesta hecha en los términos de la nota que se contesta, constituyendo dicha nota y la presente respuesta un acuerdo entre los dos Gobiernos.

El Ministerio de Relaciones Exteriores aprovecha complacido la oportunidad para reiterar a la Honorable Embajada de los Estados Unidos de América las seguridades de su más alta y distinguida consideración.



MANAGUA, D.N., 10 de Abril de 1972.

A LA HONORABLE EMBAJADA DE LOS
ESTADOS UNIDOS DE AMÉRICA,
Managua, D.N.

*Translation*REPUBLIC OF NICARAGUA
CENTRAL AMERICA
MINISTRY OF FOREIGN AFFAIRSGENERAL SECRETARIAT
DIPLOMATIC SECTION

MS. No. 105

The Ministry of Foreign Affairs of the Republic of Nicaragua presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of note No. 14 of March 6, 1972, referring to recent informal discussions between His Excellency Anastasio Somoza Debayle, President of the Republic, and Ambassador Turner B. Shelton of the United States of America, regarding the United States Foreign Assistance Act of 1971, which includes a provision requiring payment to the United States Government in cordobas of ten percent of the value of military assistance and excess defense articles provided by the United States to the Government of Nicaragua.

It is further stated in the aforesaid note that in accordance with that provision the Government of Nicaragua will deposit in an account to be specified by the Government of the United States of America, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in Nicaragua for cordobas on the date the deposits are made, the following amounts in cordobas: "(A) In the case of any excess defense article given to the Government of Nicaragua, an amount equal to ten percent of the just value of the article, as determined by the United States Government, and (B) in the case of a grant of military assistance to the Government of Nicaragua, an amount equal to ten percent of each such grant. The Government of Nicaragua, will be notified quarterly of deliveries of defense articles and rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within the year following the aforesaid notification of deliveries. No more than 20 million dollars in Nicaraguan cordobas will be required to be deposited for deliveries in any one United States fiscal year.

"It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in Nicaraguan cordobas, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Educational and Cultural Exchange Act of 1961.

TIAS 7332

"It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Nicaragua shall, together with this note, constitute an agreement between our Governments on this subject effective from and after February 7, 1972, and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date."

In reply, the Ministry of Foreign Affairs informs the Embassy of the United States of America that the Government of Nicaragua accepts the proposal stated in the terms of the aforesaid note, and that the said note and this reply shall constitute an agreement between our two Governments.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest and most distinguished consideration.

[INITIALED]

MANAGUA, D.N., *April 10, 1972*

EMBASSY OF THE UNITED STATES OF AMERICA,
Managua, D.N.

JAPAN

Air Transport Services

Agreement amending the agreement of August 11, 1952, as amended.

Effectuated by exchange of notes

Signed at Tokyo May 9, 1972;

Entered into force May 15, 1972 (Tokyo time).

附表の附属書

両国政府は、民間航空運送協定の附表（修正を含む。）の必要な修正で、沖縄の日本国への返還の日から五年の期間の満了の時に於ける利益の総合的均衡（那覇についての合衆国の運輸権の価値を含む。）によつて正当化される追加の運輸権を日本国政府に許与するものを決定するため、その五年の期間の満了前に協議する。

ヨークに定期の着陸を行なうもの及び日本国に向かつて西へ運航される飛行でニュー・ヨークから定期の離陸を行なうものは、サン・フランシスコに定期の着陸を行なわなければならない。

注
2

これらの路線上の合衆国の地点において、合衆国以遠の地点を目的地又は出発地とする旅客、貨物及び郵便物のストップ・オーバー又は積込み若しくは積卸しを行なうことはできない。

(4) 日本国からサイパン島を経てグアム島へ

(B) アメリカ合衆国政府によつて指定された一又は二以上の航空企業は、この(B)に定める各航空路線において、両方向に航空業務を運営し、及びこの(B)に定める日本国内の地点に定期の着陸を行なう権利を与えられる。

(1) 合衆国から北太平洋を経て東京、大阪及び那覇へ、並びに以遠

(2) 合衆国から中部太平洋を経て東京、大阪及び那覇へ、並びに以遠

(C) 特定路線上の地点は、別段の定めがある場合を除くほか、いずれかの又はすべての飛行にあたつて、指定航空企業の選択により省略することができ。

注 1 日本国から東に向かつて運航される飛行でニュー・

附表

(A) 日本国政府によつて指定された一又は二以上の航空企業は、この(A)に定める各航空路線において、両方向に航空業務を運営し、及びこの(A)に定めるアメリカ合衆国内の地点に定期の着陸を行なう権利を与えられる。

(1) 日本国からホノルル、サン・フランシスコへ、並びに

(a) ニュー・ヨーク及びニュー・ヨーク以遠ヨーロッパ（連合王国を含む。）へ、並びに以遠（注1）

(b) 以遠メキシコ及び中米へ（注2）

(2) 日本国からホノルル及びロス・アンゼルスへ、並びに以遠南米へ（注2）

(3) 日本国からアンカレッジを経てニュー・ヨークへ

る光榮を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

千九百七十二年五月九日

日本国外務大臣

日本国駐在アメリカ合衆国特命全權大使

ロバート・S・インガソル閣下

福田繁久

*The Japanese Minister for Foreign Affairs to the
American Ambassador*

書簡をもつて啓上いたします。本大臣は、沖縄の施政権の日本国への返還に関連する航空運送業務に関する最近の協議に言及する光榮を有します。両国政府の代表は、千九百五十二年八月十一日に東京で署名された日本国とアメリカ合衆国との間の民間航空運送協定の附表（修正を含む）を削除し、かつ、この書簡に同封する新たな附表（附属書を含む）をそう入するよう各自の政府に勧告することを合意しました。

本大臣は、さらに、日本国政府が前記の新たな附表（附属書を含む）を受諾する旨を閣下に通報するとともに、この書簡及びアメリカ合衆国政府が新たな附表（附属書を含む）を受諾する旨を述べられる閣下の返簡が、修正された民間航空運送協定をさらに修正する両国政府間の合意を構成し、その合意が沖縄の施政権が日本国に返還される日に効力を生ずることを提案す

¹ For the English language text, see p. 684.

*The American Ambassador to the Japanese Minister for
Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 203

TOKYO, May 9, 1972

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note of May 9, 1972 in which Your Excellency has informed me as follows:

"I have the honor to refer to the recent discussions concerning air transport services with respect to the return of administrative rights over Okinawa to Japan. The representatives of the two Governments agreed to recommend to their respective Governments the deletion of the Schedule attached to the Civil Air Transport Agreement between Japan and the United States of America which was signed at Tokyo on August 11, 1952, as amended, [¹] and the insertion of a new Schedule to that Agreement, together with an Annex thereto, both of which are enclosed with this Note.

"I have further the honor to inform Your Excellency that the Government of Japan accepts the new Schedule with the Annex and to propose that this Note and your reply thereto, indicating the acceptance of the new Schedule with the Annex by the Government of the United States of America, will constitute an agreement between the two Governments further amending the Civil Air Transport Agreement, as amended, which will enter into force on the date administrative rights over Okinawa are returned to Japan.

"I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration."

SCHEDULE

"(A) An airline or airlines designated by the Government of Japan shall be entitled to operate air services on each of the air routes specified, in both directions, and to make scheduled landings in the United States of America at the points specified in this paragraph:

¹ TIAS 2854, 7314; 4 UST 1948; *ante*, p. 564.

[Footnote added by the Department of State.]

- (1) From Japan to Honolulu, San Francisco, and:
 - (a) New York and beyond New York to Europe (including the United Kingdom) and beyond.*
 - (b) beyond to Mexico and Central America.**
- (2) From Japan to Honolulu and Los Angeles and beyond to South America.**
- (3) From Japan via Anchorage to New York.
- (4) From Japan via Saipan to Guam.

(B) An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the routes specified, in both directions, and to make scheduled landings in Japan at the points specified in this paragraph:

- (1) From the United States via the North Pacific to Tokyo, Osaka and Naha and beyond.
- (2) From the United States via the Central Pacific to Tokyo, Osaka and Naha and beyond.

(C) Except as otherwise indicated, points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

*Any flight operating eastbound from Japan which makes a scheduled landing at New York, and any flight operating westbound to Japan which makes a scheduled departure from New York, must make a scheduled stop at San Francisco.

**Passengers, cargo, and mail destined for or originating at points beyond the United States may not make a stopover or be picked up or discharged at United States points on these routes."

ANNEX TO SCHEDULE

"Both Governments will consult prior to the end of the five-year period to commence on the date of reversion of Okinawa to Japan to determine any necessary modification of the Schedule attached to the Civil Air Transport Agreement, as amended, through the granting of such additional traffic rights to the Government of Japan as are warranted by the overall balance of benefits at the end of the five-year period including the value of the United States traffic rights at Naha."

I have the honor to inform Your Excellency that the Government of the United States of America accepts the proposal contained in

TIAS 7333

Your Excellency's Note which, with this reply, constitutes an agreement between the two Governments further amending the Civil Air Transport Agreement, as amended, which will enter into force on the date administrative rights over Okinawa are returned to Japan. [¹]

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

ROBERT S. INGERSOLL

His Excellency

TAKEO FUKUDA,

*Minister for Foreign Affairs,
Tokyo.*

¹ May 15, 1972 (Tokyo time). [Footnote added by the Department of State.]

LEBANON

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Signed at Beirut April 12 and May 8, 1972;
Entered into force May 8, 1972;
Effective February 7, 1972.*

*The American Ambassador to the Lebanese Minister of
Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 316

BEIRUT, April 12, 1972

EXCELLENCY,

I have the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971, [1] which includes a provision requiring payment to the United States Government in Lebanese pounds of ten percent of the value of grant military assistance provided by the United States to the Government of Lebanon.

In accordance with that provision, it is proposed that the Government of Lebanon will deposit in an account to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which U.S. dollars are sold by authorized dealers in the country of Lebanon for Lebanese pounds on the date deposits are made, the following amounts in Lebanese pounds: in the case of a grant of military assistance to the Government of Lebanon, an amount equal to ten percent of each such grant. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification of deliveries.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in

¹ 86 Stat. 26; 22 U.S.C. § 2321 g.

Lebanese pounds, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961. [1]

I propose that Your Excellency's reply stating that the foregoing is acceptable to the Government of Lebanon shall, together with this note, constitute an agreement between our governments on this subject effective from and after February 7, 1972, and applicable to rendering of defense services funded or agreed to and rendered on or subsequent to that date.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM B. BUFFUM

His Excellency

KHALIL ABOUHAMAD,
Minister of Foreign Affairs,
Beirut.

*The Lebanese Minister of Foreign Affairs to the
American Ambassador*

RÉPUBLIQUE LIBANAISE
MINISTÈRE DES AFFAIRES ÉTRANGÈRES
ET DES LIBANAIS D'OUTRE-MER

LE MINISTRE

N° 2031/4/51/1

8 mai 1972

EXCELLENCY:

In reference to your letter number 316 dated 12 april 1972 I have the honor to inform you that the Lebanon Government agree to all the propositions of the above letter which contains the following text:

"I have the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971, which includes a provision requiring payment to the United States Government in Lebanese pounds of ten percent of the value of grant military assistance provided by the United States to the Government of Lebanon.

In accordance with that provision, it is proposed that the Government of Lebanon will deposit in an account to be specified by

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.
TIAS 7334

the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which U.S. dollars are sold by authorized dealers in the country of Lebanon for Lebanese pounds on the date deposits are made, the following amounts in Lebanese pounds: in the case of a grant of military assistance to the Government of Lebanon, an amount equal to ten percent of each such grant. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification of deliveries.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in Lebanese pounds, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961.

I propose that Your Excellency's reply stating that the foregoing is acceptable to the Government of Lebanon shall, together with this note, constitute an agreement between our governments on this subject effective from and after February 7, 1972, and applicable to rendering of defense services funded or agreed to and rendered on or subsequent to that date."

Accept, Excellency, the renewed assurances of my highest consideration.

KHALYL ABOUHAMAD

Khalyl Abouhamad
Minister of Foreign Affairs

His Excellency

M. WILLIAM B. BUFFUM
*Ambassador of the United States
of America
Beirut*

TIAS 7334

JAPAN

Trade in Cotton Textiles

***Agreement amending the arrangement of January 28, 1972.
Effectuated by exchange of notes
Signed at Washington May 26, 1972;
Entered into force May 26, 1972;
Effective May 15, 1972.***

The Japanese Ambassador to the Acting Secretary of State

EMBASSY OF JAPAN
WASHINGTON

MAY 26, 1972

SIR,

I have the honor to refer to the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton Textiles between Japan and the United States effected by the Exchange of Notes of January 28, 1972, with related notes of the same date. [¹]

One of the above-mentioned notes referred to consultations of the two Governments at a mutually acceptable date prior to the reversion of Okinawa to amend the Arrangement referred to above in order to accommodate the cotton textile export limits on exports of cotton textiles from Okinawa. As a result of the said consultations recently held between the representatives of the two Governments, I have the honor to propose, on behalf of the Government of Japan, that the Arrangement be amended as follows:

1. The first two sentences in numbered paragraph 2 of the Arrangement shall be deleted and replaced by the following:

“The aggregate limits for the first twelve months period beginning January 1, 1972, and extending through December 31, 1972 (hereinafter referred to as “the first arrangement period”), and for the remaining nine months period beginning January 1, 1973, and extending through September 30, 1973 (hereinafter referred to as

¹ TIAS 7271; *ante*, p. 27.

“the second arrangement period”), will be 463,384,000 square yards equivalent and 369,351,000 square yards equivalent respectively. These limits will be subdivided into four major groups as follows:

(a)		The First Arrangement Period (Square Yards Equivalent)	The Second Arrangement Period (Square Yards Equivalent)
Group I	Cotton cloth	197, 952, 000	155, 888, 000
Group II	Made-up goods, usually included in U.S. cotton broad woven goods production	64, 670, 000	50, 927, 000
Group III	Apparel	184, 988, 000	150, 114, 000
Group IV	Miscellaneous cotton textiles	15, 774, 000 ¹	12, 422, 000 ¹

2. Subparagraph (a)(1)(i) in numbered paragraph 3 of the Arrangement shall be deleted and replaced by the following:

“(i) Exports may exceed the aggregate limit, as well as group and specific limits and ceilings for the first arrangement period by carryover of not more than the lesser of 5 percent of the limits or ceilings for the year 1971 or the actual shortfall in exports under such limits or ceilings in the year 1971; the limits or ceilings for the year 1971 referred to above are limits or ceilings applicable under the Exchange of Notes plus corresponding limits or ceilings calculated for the twelve months period ending September 30, 1971 of the arrangements on exports of cotton textiles from Okinawa to the United States made on October 1, 1970, by the United States Civil Administration of the Ryukyu Islands, [1] and”

3. Subparagraph (b)(ii) in numbered paragraph 3 of the Arrangement shall be amended by deleting the expression “applicable under the Exchange of Notes”.

4. Paragraph 3.(a) in Annex A shall be deleted and replaced by the following:

“(a) The following specific limits will apply within the total limits specified in paragraph 2 (a) of the Arrangement for Group III—“Apparel” during the first and second arrangement periods:

¹ Not printed.

	The First Arrangement Period	The Second Arrangement Period
(1) T-Shirts, knit (Categories 41 and 42)	685, 000 doz.	540, 000 doz.
(2) Knitshirts, other than T and Sweatshirts (Category 43)	1, 276, 000 doz.	1, 005, 000 doz.
(3) Men's and boys' shirts, dress, not knit or crocheted (Category 45)	490, 000 doz.	386, 000 doz.
(4) Men's and boys' shirts, sports, whether or not in sets, not knit or crocheted (Category 46)	1, 154, 000 doz.	918, 000 doz.
(5) Raincoats $\frac{3}{4}$ length and over (Category 48)	103, 000 doz.	85, 000 doz.
(6) All other coats (Category 49)	275, 000 doz.	218, 000 doz.
(7) Trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted (Categories 50 and 51)	2, 643, 000 doz.	2, 207, 000 doz.
(8) Blouses, whether or not in sets, not knit or crocheted (Category 52)	2, 274, 000 doz.	1, 791, 000 doz.
(9) Dresses, not knit or crocheted (Category 53)	116, 000 doz.	97, 000 doz.
(10) Playsuits, sun-suits, washsuits, rompers, creepers etc., not knit or crocheted (Category 54)	406, 000 doz.	320, 000 doz.
(11) Nightwear and pajamas (Category 60)	284, 000 doz.	229, 000 doz.
(12) All Other Apparel (Categories 39, 40, 44, 47, 55 through 59, 61, 62 and part of Category 63 as specified in paragraph 6 below)	7, 380, 000 syds. equiv.	6, 993, 000 syds. equiv."

5. Paragraph 3.(c) in Annex A shall be deleted and replaced by the following:

"(c) Within the specific limits set forth in subparagraph (a) (7) above for "Trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted", the following specific ceilings will not be exceeded during the first and second arrangement periods:

	The First Arrangement Period	The Second Arrangement Period
(1) Men's and boys' (Category 50)	813, 000 doz.	651, 000 doz.
(2) Women's, misses' and children's (Category 51)	2, 088, 000 doz.	1, 758, 000 doz."

6. Paragraph 3.(d) in Annex A shall be deleted and replaced by the following:

“(d) The aggregate volume of exports of the following apparel items manufactured of corduroy, where the chief weight of the item is corduroy, will be limited to 35,106,000 square yards equivalent for the first arrangement period and 28,287,000 square yards equivalent for the second arrangement period, based upon the conversion factors for the items in question which appear in Annex B:

<u>Category No.</u>	<u>Description</u>
46	Sportshirts
49	All other coats
50-51	Trousers
54	Playsuits”

I have further the honor to propose that this Note and your Note in reply confirming the above proposals on behalf of the Government of the United States of America shall be regarded as constituting an agreement between the two Governments, effective May 15, 1972.

Accept, Sir, the renewed assurances of my highest consideration.

N. USHIBA

The Honorable

U. ALEXIS JOHNSON

Acting Secretary of State

of the United States of America

The Acting Secretary of State to the Japanese Ambassador

DEPARTMENT OF STATE
WASHINGTON

MAY 26, 1972

EXCELLENCY:

I have the honor to acknowledge receipt of your Note of today's date, which reads as follows:

“SIR,

“I have the honor to refer to the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton Textiles between Japan and the United States effected by the Exchange of Notes of January 28, 1972, with related notes of the same date.

TIAS 7335

"One of the above-mentioned notes referred to consultations of the two Governments at a mutually acceptable date prior to the reversion of Okinawa to amend the Arrangement referred to above in order to accommodate the cotton textile export limits on exports of cotton textiles from Okinawa. As a result of the said consultations recently held between the representatives of the two Governments, I have the honor to propose, on behalf of the Government of Japan, that the Arrangement be amended as follows:

"1. The first two sentences in numbered paragraph 2 of the Arrangement shall be deleted and replaced by the following:

"The aggregate limits for the first twelve months period beginning January 1, 1972, and extending through December 31, 1972 (hereinafter referred to as "the first arrangement period"), and for the remaining nine months period beginning January 1, 1973, and extending through September 30, 1973 (hereinafter referred to as "the second arrangement period"), will be 463,384,000 square yards equivalent and 369,351,000 square yards equivalent respectively. These limits will be subdivided into four major groups as follows:

(a)		The First Arrange- ment Period (Square Yards Equivalent)	The Second Ar- rangement Period (Square Yards Equivalent)
Group I	Cotton cloth	197, 952, 000	155, 888, 000
Group II	Made-up goods, usually included in U.S. cotton broad woven goods pro- duction	64, 670, 000	50, 927, 000
Group III	Apparel	184, 988, 000	150, 114, 000
Group IV	Miscellaneous cotton textiles	15, 774, 000	12, 422, 000'

"2. Subparagraph (a) (1) (i) in numbered paragraph 3 of the Arrangement shall be deleted and replaced by the following:

'(i) Exports may exceed the aggregate limit, as well as group and specific limits and ceilings for the first arrangement period by carry-over of not more than the lesser of 5 percent of the limits or ceilings for the year 1971 or the actual shortfall in exports under such limits or ceilings in the year 1971; the limits or ceilings for the year 1971 referred to above are limits or ceilings applicable under the Exchange of Notes plus corresponding limits or ceilings calculated for the twelve month period ending September 30, 1971 of the arrangements on exports of cotton textiles from Okinawa to the United States made on October 1, 1970, by the United States Civil Administration of the Ryukyu Islands, and'

"3. Subparagraph (b) (ii) in numbered paragraph 3 of the Arrangement shall be amended by deleting the expression 'applicable under the Exchange of Notes'.

“4. Paragraph 3. (a) in Annex A shall be deleted and replaced by the following:

‘(a) The following specific limits will apply within the total limits specified in paragraph 2 (a) of the Arrangement for Group III—“Apparel” during the first and second arrangement periods:

	The First Arrange- ment Period	The Second Ar- rangement Period
(1) T-Shirts, knit (Categories 41 and 42)	685,000 doz.	540,000 doz.
(2) Knitshirts, other than T and Sweatshirts (Category 43)	1, 276,000 doz.	1, 005,000 doz.
(3) Men's and boys' shirts, dress, not knit or crocheted (Category 45)	490,000 doz.	386,000 doz.
(4) Men's and boys' shirts, sports, whether or not in sets, not knit or crocheted (Category 46)	1, 154,000 doz.	918,000 doz.
(5) Raincoats $\frac{3}{4}$ length and over (Category 48)	103,000 doz.	85,000 doz.
(6) All other coats (Category 49)	275, 000 doz.	218, 000 doz.
(7) Trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted (Categories 50 and 51)	2, 643, 000 doz.	2, 207, 000 doz.
(8) Blouses, whether or not in sets, not knit or crocheted (Category 52)	2, 274, 000 doz.	1, 791, 000 doz.
(9) Dresses, not knit or crocheted (Category 53)	116, 000 doz.	97, 000 doz.
(10) Playsuits, sunsuits, washsuits, rompers, creepers etc., not knit or crocheted (Category 54)	406, 000 doz.	320, 000 doz.
(11) Nightwear and pajamas (Category 60)	284, 000 doz.	229, 000 doz.
(12) All Other Apparel (Categories 39, 40, 44, 47, 55 through 59, 61, 62, and part of Category 63 as specified in paragraph 6 below)	7, 380, 000 syds. equiv.	6, 993, 000 syds. equiv.’

“5. Paragraph 3. (c) in Annex A shall be deleted and replaced by the following:

‘(c) Within the specific limits set forth in subparagraph (a) (7) above for “Trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted”, the following specific ceilings will not be exceeded during the first and second arrangement periods:

TIAS 7335

	The First Arrangement Period	The Second Arrangement Period
(1) Men's and boys' (Category 50)	813, 000 doz.	651, 000 doz.
(2) Women's, misses' and children's (Category 51)	2, 088, 000 doz.	1, 758, 000 doz.'

"6. Paragraph 3. (d) in Annex A shall be deleted and replaced by the following:

'(d) The aggregate volume of exports of the following apparel items manufactured of corduroy, where the chief weight of the item is corduroy, will be limited to 35,106,000 square yards equivalent for the first arrangement period and 28,287,000 square yards equivalent for the second arrangement period, based upon the conversion factors for the items in question which appear in Annex B:

Category No.	Description
46	Sportshirts
49	All other coats
50-51	Trousers
54	Playsuits'

"I have further the honor to propose that this Note and your Note in reply confirming the above proposals on behalf of the Government of the United States of America shall be regarded as constituting an agreement between the two Governments, effective May 15, 1972.

"Accept, Sir, the renewed assurances of my highest consideration."

I have further the honor to confirm the foregoing proposals on behalf of the Government of the United States of America and to agree that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the two Governments, effective May 15, 1972.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
NOBUHIKO USHIBA,
Ambassador of Japan.

PORTUGAL

Trade in Cotton Textiles

Agreement amending the agreement of November 17, 1970.

Effectuated by exchange of notes

Signed at Washington May 22, 1972;

Entered into force May 22, 1972.

The Acting Secretary of State to the Portuguese Ambassador

DEPARTMENT OF STATE
WASHINGTON

MAY 22, 1972

EXCELLENCY:

I have the honor to refer to the cotton textile agreement between our two Governments effected by exchange of notes on November 17, 1970.^[1] As a result of discussions between representatives of our two Governments, I have the honor to propose that paragraph 4 of the aforementioned agreement be amended as follows:

“Within the aggregate limit and the group limits, the following specific limits shall apply for the second and succeeding agreement years (subject to the provisions of paragraph 9):

¹ TIAS 6980; 21 UST 2424. [Footnote added by the Department of State.]

Group II

Category 5/6	11,387,714 syds. ¹
Category 9	12,370,569 syds.
Category 22	2,005,586 syds.
Category 24/25	7,353,814 syds. ²
Category 26	3,208,937 syds.

Group III

Category 41/42/43	120,335 doz. ³
Category 46	53,483 doz.
Category 50	30,753 doz.
Category 51	30,753 doz.
Category 52	45,460 doz.
Category 53 and knit dresses in Category 62	45,460 doz.
Category 55	36,750 doz.
Category 60	26,250 doz.
Category 62	171,448 lbs. ⁴

¹ Within this limit, annual exports in Category 6 shall not exceed 6,377,761 square yards.

² Within this limit, annual exports in Category 25 shall not exceed 2,674,114 square yards.

³ For the second agreement year only, an additional 29,665 dozen shall be added to the limit for Category 41/42/43.

⁴ Within this limit, annual exports of sweatshirts shall not exceed 74,340 pounds."

If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of Portugal shall constitute an amendment of the cotton textile agreement effected by exchange of notes of November 17, 1970.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
JOAO HALL THEMIDO,
Ambassador of Portugal.

*The Portuguese Ambassador to the Acting Secretary of State*PORTUGUESE EMBASSY
WASHINGTON

MAY 22, 1972

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of May 22, 1972, relating to an amendment of the cotton textile agreement effected by exchange of notes of November 17, 1970.

I confirm that the Government of Portugal agrees to the proposal set forth in your note and that Your Excellency's note and this reply constitute an agreement between our Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

JOÃO HALL THEMIDO

João Hall Themido
Ambassador of Portugal

The Honorable
JOHN N. IRWIN II,
Acting Secretary of State
The Department of State
Washington, D.C.

TIAS 7330

MULTILATERAL

Seabed Arms Control

Treaty done at Washington, London, and Moscow February 11, 1971;

Ratification advised by the Senate of the United States of America February 15, 1972;

Ratified by the President of the United States of America April 26, 1972;

Ratification of the United States of America deposited at Washington, London, and Moscow May 18, 1972;

Proclaimed by the President of the United States of America May 18, 1972;

Entered into force May 18, 1972.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty on the Prohibition of the Emplacement of Nuclear Weapons and Other Weapons of Mass Destruction on the Seabed and the Ocean Floor and in the Subsoil Thereof was signed at Washington, London and Moscow on February 11, 1971 in behalf of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics and was signed at one or more of the three capitals in behalf of a number of other States;

A certified copy of the text of the Treaty, in the English, Russian, French, Spanish and Chinese languages, is hereto annexed;

The Senate of the United States of America by its resolution of February 15, 1972, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The President of the United States of America on April 26, 1972 ratified the Treaty, in pursuance of the advice and consent of the Senate;

Article X of the Treaty designates the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics as the Depositary Governments and provides that the Treaty shall enter

into force after the deposit of instruments of ratification by twenty-two Governments, including the Governments designated as Depositary Governments;

Instruments of ratification having been deposited by the required number of Governments, including the three Depositary Governments, the Treaty entered into force pursuant to the provisions of Article X thereof on May 18, 1972;

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Treaty, to the end that it shall be observed and fulfilled with good faith on and after May 18, 1972 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

[SEAL]

DONE at the city of Washington this eighteenth day of May in the year of our Lord one thousand nine hundred seventy-two and of the Independence of the United States of America the one hundred ninety-sixth.

RICHARD NIXON

By the President:

U ALEXIS JOHNSON

Acting Secretary of State

TREATY ON THE PROHIBITION OF THE EMPLACEMENT OF
NUCLEAR WEAPONS AND OTHER WEAPONS OF MASS DESTRUCTION
ON THE SEABED AND THE OCEAN FLOOR
AND IN THE SUBSOIL THEREOF

The States Parties to this Treaty,

Recognizing the common interest of mankind in the progress of the exploration and use of the seabed and the ocean floor for peaceful purposes,

Considering that the prevention of a nuclear arms race on the seabed and the ocean floor serves the interests of maintaining world peace, reduces international tensions and strengthens friendly relations among States,

Convinced that this Treaty constitutes a step towards the exclusion of the seabed, the ocean floor and the subsoil thereof from the arms race,

Convinced that this Treaty constitutes a step towards a treaty on general and complete disarmament under strict and effective international control, and determined to continue negotiations to this end,

Convinced that this Treaty will further the purposes and principles of the Charter of the United Nations,^[1] in a manner consistent with the principles of international law and without infringing the freedoms of the high seas,

Have agreed as follows:

¹ TS 986; 59 Stat. 1081.

ARTICLE I

1. The States Parties to this Treaty undertake not to emplant or emplace on the seabed and the ocean floor and in the subsoil thereof beyond the outer limit of a seabed zone, as defined in article II, any nuclear weapons or any other types of weapons of mass destruction as well as structures, launching installations or any other facilities specifically designed for storing, testing or using such weapons.

2. The undertakings of paragraph 1 of this article shall also apply to the seabed zone referred to in the same paragraph, except that within such seabed zone, they shall not apply either to the coastal State or to the seabed beneath its territorial waters.

3. The States Parties to this Treaty undertake not to assist, encourage or induce any State to carry out activities referred to in paragraph 1 of this article and not to participate in any other way in such actions.

ARTICLE II

For the purpose of this Treaty, the outer limit of the seabed zone referred to in article I shall be coterminous with the twelve-mile outer limit of the zone referred to in part II of the Convention on the Territorial Sea and the Contiguous Zone, signed at Geneva on April 29, 1958,^[1] and shall be measured in accordance with the provisions of part I, section II, of that Convention and in accordance with international law.

ARTICLE III

1. In order to promote the objectives of and insure compliance with the provisions of this Treaty, each State Party to the Treaty shall have the right to verify through observation

¹ TIAS 5639; 15 UST 1606.

the activities of other States Parties to the Treaty on the seabed and the ocean floor and in the subsoil thereof beyond the zone referred to in article I, provided that observation does not interfere with such activities.

2. If after such observation reasonable doubts remain concerning the fulfillment of the obligations assumed under the Treaty, the State Party having such doubts and the State Party that is responsible for the activities giving rise to the doubts shall consult with a view to removing the doubts. If the doubts persist, the State Party having such doubts shall notify the other States Parties, and the Parties concerned shall cooperate on such further procedures for verification as may be agreed, including appropriate inspection of objects, structures, installations or other facilities that reasonably may be expected to be of a kind described in article I. The Parties in the region of the activities, including any coastal State, and any other Party so requesting, shall be entitled to participate in such consultation and cooperation. After completion of the further procedures for verification, an appropriate report shall be circulated to other Parties by the Party that initiated such procedures.

3. If the State responsible for the activities giving rise to the reasonable doubts is not identifiable by observation of the object, structure, installation or other facility, the State Party having such doubts shall notify and make appropriate inquiries of States Parties in the region of the activities and of any other State Party. If it is ascertained through these inquiries that a particular State Party is responsible for the activities, that State Party shall consult and cooperate with

other Parties as provided in paragraph 2 of this article. If the identity of the State responsible for the activities cannot be ascertained through these inquiries, then further verification procedures, including inspection, may be undertaken by the inquiring State Party, which shall invite the participation of the Parties in the region of the activities, including any coastal State, and of any other Party desiring to cooperate.

4. If consultation and cooperation pursuant to paragraphs 2 and 3 of this article have not removed the doubts concerning the activities and there remains a serious question concerning fulfillment of the obligations assumed under this Treaty, a State Party may, in accordance with the provisions of the Charter of the United Nations, refer the matter to the Security Council, which may take action in accordance with the Charter.

5. Verification pursuant to this article may be undertaken by any State Party using its own means, or with the full or partial assistance of any other State Party, or through appropriate international procedures within the framework of the United Nations and in accordance with its Charter.

6. Verification activities pursuant to this Treaty shall not interfere with activities of other States Parties and shall be conducted with due regard for rights recognized under international law, including the freedoms of the high seas and the rights of coastal States with respect to the exploration and exploitation of their continental shelves.

ARTICLE IV

Nothing in this Treaty shall be interpreted as supporting or prejudicing the position of any State Party with respect to existing international conventions, including the 1958 Convention on the

Territorial Sea and the Contiguous Zone, or with respect to rights or claims which such State Party may assert, or with respect to recognition or non-recognition of rights or claims asserted by any other State, related to waters off its coasts, including, inter alia, territorial seas and contiguous zones, or to the seabed and the ocean floor, including continental shelves.

ARTICLE V

The Parties to this Treaty undertake to continue negotiations in good faith concerning further measures in the field of disarmament for the prevention of an arms race on the seabed, the ocean floor and the subsoil thereof.

ARTICLE VI

Any State Party may propose amendments to this Treaty. Amendments shall enter into force for each State Party accepting the amendments upon their acceptance by a majority of the States Parties to the Treaty and, thereafter, for each remaining State Party on the date of acceptance by it.

ARTICLE VII

Five years after the entry into force of this Treaty, a conference of Parties to the Treaty shall be held at Geneva, Switzerland, in order to review the operation of this Treaty with a view to assuring that the purposes of the preamble and the provisions of the Treaty are being realized. Such review shall take into account any relevant technological developments. The review conference shall determine, in accordance with the views of a majority of those Parties attending, whether and when an additional review conference shall be convened.

ARTICLE VIII

Each State Party to this Treaty shall in exercising its national sovereignty have the right to withdraw from this Treaty if it decides that extraordinary events related to the subject matter of this Treaty have jeopardized the supreme interests of its country. It shall give notice of such withdrawal to all other States Parties to the Treaty and to the United Nations Security Council three months in advance. Such notice shall include a statement of the extraordinary events it considers to have jeopardized its supreme interests.

ARTICLE IX

The provisions of this Treaty shall in no way affect the obligations assumed by States Parties to the Treaty under international instruments establishing zones free from nuclear weapons.

ARTICLE X

1. This Treaty shall be open for signature to all States. Any State which does not sign the Treaty before its entry into force in accordance with paragraph 3 of this article may accede to it at any time.

2. This Treaty shall be subject to ratification by signatory States. Instruments of ratification and of accession shall be deposited with the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics, which are hereby designated the Depositary Governments.

3. This Treaty shall enter into force after the deposit of instruments of ratification by twenty-two Governments, including the Governments designated as Depositary Governments of this Treaty.

4. For States whose instruments of ratification or accession are deposited after the entry into force of this Treaty, it shall enter into force on the date of the deposit of their instruments of ratification or accession.

5. The Depositary Governments shall promptly inform the Governments of all signatory and acceding States of the date of each signature, of the date of deposit of each instrument of ratification or of accession, of the date of the entry into force of this Treaty, and of the receipt of other notices.

6. This Treaty shall be registered by the Depositary Governments pursuant to Article 102 of the Charter of the United Nations.

ARTICLE XI

This Treaty, the English, Russian, French, Spanish and Chinese texts of which are equally authentic, shall be deposited in the archives of the Depositary Governments. Duly certified copies of this Treaty shall be transmitted by the Depositary Governments to the Governments of the States signatory and acceding thereto.

ДОГОВОР О ЗАПРЕЩЕНИИ РАЗМЕЩЕНИЯ НА ДНЕ
МОРЕЙ И ОКЕАНОВ И В ЕГО НЕДРАХ ЯДЕРНОГО ОРУЖИЯ И
ДРУГИХ ВИДОВ ОРУЖИЯ МАССОВОГО УНИЧТОЖЕНИЯ

Государства-участники настоящего Договора,

Признавая общую заинтересованность человечества в развитии
исследования и использования дна морей и океанов в мирных целях,

Считая, что предотвращение распространения гонки ядерных воо-
ружений на дно морей и океанов служит интересам поддержания мира
во всем мире, ослабляет международную напряженность и укрепляет
дружественные отношения между государствами,

Убежденные в том, что настоящий Договор является шагом на пути
к исключению дна морей и океанов и его недр из сферы гонки воору-
жений,

Убежденные в том, что настоящий Договор является шагом на пути
к договору о всеобщем и полном разоружении под строгим и эффективным
международным контролем, и исполненные решимости продолжать пере-
говоры с этой целью,

Убежденные в том, что настоящий Договор будет содействовать
осуществлению целей и принципов Устава Организации Объединенных
Наций так, чтобы это соответствовало принципам международного права,
и не нарушало свободы открытого моря,

Согласились о нижеследующем:

СТАТЬЯ I

1. Государства-участники настоящего Договора обязуются не устанавливать и не размещать на дне морей и океанов и в его недрах за внешним пределом зоны морского дна, как она определена в статье II, какое-либо ядерное оружие или любые другие виды оружия массового уничтожения, а также сооружения, пусковые установки и любые другие устройства, специально предназначенные для хранения, испытания или применения такого оружия.

2. Обязательства, предусмотренные в пункте I настоящей статьи, действуют также в отношении зоны морского дна, упомянутой в том же пункте, с тем исключением, что в пределах такой зоны морского дна они не распространяются ни на прибрежное государство, ни на морское дно под его территориальными водами.

3. Государства-участники настоящего Договора обязуются не помогать, не поощрять и не побуждать какое-либо государство к осуществлению деятельности, определяемой в пункте I настоящей статьи, и не участвовать каким-либо иным образом в такой деятельности.

СТАТЬЯ II

Для целей настоящего Договора внешний предел зоны морского дна, упомянутой в статье I, совпадает с двенадцатимильным внешним пределом зоны, определяемой в части II Конвенции о территориальном море и прилежащей зоне, подписанной в Женеве 29 апреля 1958 года, и отсчитывается в соответствии с положениями раздела II части I этой Конвенции и международным правом.

СТАТЬЯ III

I. Для содействия осуществлению целей и обеспечения соблюдения положений настоящего Договора каждое государство-участник Договора имеет право проверки путем наблюдения деятельности других

государств-участников Договора на дне морей и океанов и в его недрах за пределами зоны, упоминаемой в статье I, при условии, что это наблюдение не будет мешать такой деятельности.

2. Если после такого наблюдения останутся обоснованные сомнения относительно выполнения обязательств, принятых по Договору, государство-участник, имеющее такие сомнения, и государство-участник, несущее ответственность за деятельность, вызывающую эти сомнения, консультируются с целью устранения сомнений. Если эти сомнения не устранены, государство-участник, имеющее такие сомнения, уведомляет другие государства-участников, и заинтересованные стороны сотрудничают в отношении таких дальнейших процедур проверки, о которых может быть достигнута договоренность, включая соответствующую инспекцию объектов, сооружений, установок или других устройств, которые в силу их характера можно с достаточным основанием отнести к одной из категорий, определенных в статье I. Государства-участники, находящиеся в районе такой деятельности, включая любое прибрежное государство, и любой другой участник, который этого пожелает, имеют право принимать участие в таких консультациях и сотрудничестве. После завершения дальнейших процедур проверки участник, проявивший инициативу в отношении таких процедур, рассылает соответствующий доклад другим участникам.

3. Если посредством наблюдения объекта, сооружения, установки или другого устройства невозможно определить, какое государство несет ответственность за деятельность, вызывающую обоснованные сомнения, государство-участник, имеющее такие сомнения, обращается с соответствующими уведомлениями и запросами к государствам-участникам Договора в районе этой деятельности, а также к любым другим государствам-участникам. Если в результате этих запросов выяснится, что ответственность за такую деятельность несет какое-то определенное

государство-участник, это государство-участник консультируется и сотрудничает с другими участниками, как это предусматривается в пункте 2 настоящей статьи. Если с помощью этих запросов нельзя установить, какое государство несет ответственность за такую деятельность, в этом случае государство-участник, обратившееся с такими запросами, может использовать дальнейшие процедуры проверки, включая инспекцию, причем это государство приглашает принять в них участие государств-участников Договора в районе этой деятельности, включая любое прибрежное государство, и любого другого участника, желающего сотрудничать.

4. Если консультации и сотрудничество, предусматриваемые в пунктах 2 и 3 настоящей статьи, не устранили сомнений в отношении этой деятельности и остаются серьезные сомнения относительно выполнения обязательств, принятых по настоящему Договору, государство-участник в соответствии с положениями Устава Организации Объединенных Наций может передать вопрос на рассмотрение Совета Безопасности, который может предпринять действия в соответствии с Уставом.

5. Проверку в соответствии с настоящей статьей может проводить любое государство-участник своими собственными средствами или при полном или частичном содействии любого другого государства-участника, или посредством соответствующих международных процедур в рамках Организации Объединенных Наций и в соответствии с ее Уставом.

6. Деятельность по проверке в соответствии с настоящим Договором не должна мешать деятельности других государств-участников и должна проводиться с должным учетом прав, признанных в соответствии с международным правом, включая свободу открытого моря и права прибрежных государств в отношении разведки и разработки их континентальных шельфов.

СТАТЬЯ IV

Никакое положение настоящего Договора не должно истолковываться как подтверждающее или наносящее ущерб позиции любого государства-участника в отношении существующих международных конвенций, в том числе Конвенции о территориальном море и прилежащей зоне 1958 года, или в отношении прав или претензий, о которых такое государство-участник может заявить, или в отношении признания или непризнания прав или претензий, заявленных любым другим государством относительно его прибрежных вод, включая, среди прочего, территориальное море и прилежащую зону, или дна морей и океанов, включая континентальный шельф.

СТАТЬЯ V

Участники настоящего Договора обязуются продолжать в духе доброй воли переговоры в отношении дальнейших мер в области разоружения в целях предотвращения гонки вооружений на дне морей и океанов и в его недрах.

СТАТЬЯ VI

Любое государство-участник может предлагать поправки к настоящему Договору. Поправки вступают в силу для каждого государства-участника, принимающего эти поправки, после принятия их большинством государств-участников Договора, а впоследствии для каждого оставшегося государства-участника в день принятия им этих поправок.

СТАТЬЯ VII

Через 5 лет после вступления в силу настоящего Договора в Женеве (Швейцария) созывается конференция государств-участников Договора для рассмотрения того, как действует настоящий Договор, чтобы иметь уверенность в том, что цели, изложенные в преамбуле, и положения Договора осуществляются. При таком рассмотрении должны быть приняты во внимание любые технические достижения, имеющие

отношение к данному Договору. Такая конференция может в соответствии с мнениями большинства присутствующих на ней участников решить, должна ли быть созвана дополнительная конференция для рассмотрения вопросов о действии Договора и в какие сроки.

СТАТЬЯ VIII

Каждое государство-участник настоящего Договора в порядке осуществления своего государственного суверенитета имеет право выйти из Договора, если оно решит, что связанные с содержанием настоящего Договора исключительные обстоятельства поставили под угрозу высшие интересы страны. О таком выходе оно уведомляет за три месяца всех других участников Договора и Совет Безопасности Организации Объединенных Наций. В таком уведомлении должно содержаться заявление об исключительных обстоятельствах, которые оно рассматривает как поставившие под угрозу его высшие интересы.

СТАТЬЯ IX

Положения настоящего Договора ни в коей мере не затрагивают обязательства, взятые на себя государствами-участниками Договора по международным соглашениям, учреждающим зоны, свободные от ядерного оружия.

СТАТЬЯ X

1. Настоящий Договор открыт для подписания его всеми государствами. Любое государство, которое не подпишет Договор до вступления его в силу в соответствии с пунктом 3 данной статьи, может присоединиться к нему в любое время.

2. Настоящий Договор подлежит ратификации государствами, подписавшими его. Ратификационные грамоты и документы о присоединении сдаются на хранение правительствам Соединенных Штатов Америки, Соединенного Королевства Великобритании и Северной Ирландии и

Союза Советских Социалистических Республик, которые настоящим назначаются в качестве правительств-депозитариев.

3. Настоящий Договор вступает в силу после сдачи на хранение ратификационных грамот двадцатью двумя правительствами, включая правительства, назначенные в качестве депозитариев настоящего Договора.

4. Для государств, ратификационные грамоты или документы о присоединении которых будут сданы на хранение после вступления в силу настоящего Договора, он вступает в силу в день сдачи на хранение их ратификационных грамот или документов о присоединении.

5. Правительства-депозитарии незамедлительно извещают правительства всех подписавших и присоединившихся к настоящему Договору государств о дате каждого подписания, дате сдачи на хранение каждой ратификационной грамоты или документа о присоединении, дате вступления в силу настоящего Договора, а также о получении ими других уведомлений.

6. Настоящий Договор должен быть зарегистрирован правительствами-депозитариями в соответствии со статьей 102 Устава Организации Объединенных Наций.

СТАТЬЯ XI

Настоящий Договор, английский, русский, французский, испанский и китайский тексты которого являются равно аутентичными, сдается на хранение в архивы правительств-депозитариев. Должным образом заверенные копии настоящего Договора препровождаются правительствами-депозитариями правительствам государств, подписавших Договор и присоединившихся к нему.

TRAITE INTERDISANT DE PLACER DES ARMES NUCLEAIRES
ET D'AUTRES ARMES DE DESTRUCTION MASSIVE
SUR LE FOND DES MERS ET DES OCEANS AINSI
QUE DANS LEUR SOUS-SOL

Les Etats Parties au présent Traité,

Reconnaissant que l'humanité a un intérêt commun aux progrès de l'exploration et de l'utilisation du fond des mers et des océans à des fins pacifiques,

Considérant que la prévention d'une course aux armements nucléaires sur le fond des mers et des océans sert la cause du maintien de la paix mondiale, atténue les tensions internationales et renforce les relations amicales entre Etats,

Convaincus que le présent Traité constitue une étape qui aidera à exclure de la course aux armements le fond des mers et des océans ainsi que leur sous-sol,

Convaincus que le présent Traité constitue une étape vers un traité de désarmement général et complet sous un contrôle international strict et efficace, et résolus à poursuivre les négociations à cette fin,

Convaincus que le présent Traité servira les buts et principes de la Charte des Nations Unies d'une manière compatible avec les principes du droit international et sans porter atteinte aux libertés de la haute mer,

Sont convenus de ce qui suit:

ARTICLE PREMIER

1. Les Etats Parties au présent Traité s'engagent à n'installer ou placer sur le fond des mers et des océans ou dans leur sous-sol, au-delà de la limite extérieure de la zone du fond des mers qui est définie à l'article II, aucune arme nucléaire ou autre type d'arme de destruction massive, non plus qu'aucune construction, installation de lancement ou autre installation expressément conçue pour le stockage, les essais ou l'utilisation de telles armes.

2. Les engagements énoncés au paragraphe 1 du présent article s'appliquent aussi à la zone du fond des mers mentionnée dans ledit paragraphe, si ce n'est qu'à l'intérieur de ladite zone du fond des mers ils ne s'appliquent ni à l'Etat riverain, ni au fond des mers situé au-dessous de ses eaux territoriales.

3. Les Etats Parties au présent Traité s'engagent à n'aider, encourager ou inciter aucun Etat à se livrer aux activités mentionnées au paragraphe 1 du présent article et à ne participer d'aucune autre manière à de tels actes.

ARTICLE II

Aux fins du présent Traité, la limite extérieure de la zone du fond des mers visée à l'article premier coïncidera avec la limite extérieure de la zone de douze milles mentionnée dans la deuxième partie de la Convention sur la mer territoriale et la zone contiguë, signée à Genève le 29 avril 1958, et elle sera mesurée conformément aux dispositions de la première partie, section II, de ladite Convention et conformément au droit international.

ARTICLE III

1. Afin de promouvoir les objectifs du présent Traité et d'assurer le respect de ses dispositions, tout Etat Partie audit Traité a le droit de vérifier, en les observant, les activités des autres Etats Parties au Traité sur le fond des mers et des océans ainsi que dans leur sous-sol au-delà de la zone visée à l'article premier, à condition que cette observation ne gêne pas lesdites activités.

2. Si, à la suite de cette observation, il subsiste des doutes raisonnables quant à l'exécution des obligations assumées en vertu du Traité, l'Etat Partie qui éprouve ces doutes et l'Etat Partie qui est responsable des activités suscitant ces doutes se consulteront afin d'éliminer les doutes. Si l'Etat Partie persiste à éprouver des doutes, il en informera les autres Etats Parties, et les Parties concernées collaboreront aux fins de toutes autres procédures de vérification dont elles pourront convenir, y compris l'inspection appropriée des objets, constructions, installations ou autres aménagements dont on pourrait raisonnablement supposer qu'ils présentent le caractère décrit à l'article premier. Les Parties situées dans la région de ces activités, y compris tout autre Etat riverain, ou toute autre Partie qui en fera la demande, seront en droit de participer à cette consultation et à cette coopération. Après que les autres procédures de vérification auront été achevées, la Partie qui a entamé ces procédures enverra aux autres Parties un rapport approprié.

3. Si l'Etat responsable des activités donnant lieu à des doutes raisonnables ne peut être identifié par l'observation de l'objet, de la construction, de l'installation ou d'un autre aménagement, l'Etat Partie qui éprouve ces doutes en avisera les Etats Parties se trouvant dans la région desdites activités et tout autre Etat Partie et procédera auprès d'eux à des enquêtes appropriées. S'il est établi par ces enquêtes qu'un Etat Partie déterminé est responsable desdites activités, cet Etat Partie devra entrer en consultation et collaborer avec les autres Parties comme il est prévu au paragraphe 2 du présent article. Si l'identité de l'Etat responsable desdites activités ne peut être déterminée par ces enquêtes, d'autres procédures de vérification, y compris l'inspection, pourront être entreprises par l'Etat Partie enquêteur, qui sollicitera la participation des Parties de la région des activités, y compris de tout Etat riverain, ou de toute autre Partie qui souhaitera collaborer.

4. Si la consultation et la collaboration prévues aux paragraphes 2 et 3 du présent article ne permettent pas d'éliminer les doutes à l'égard des activités et que l'exécution des obligations assumées en vertu du présent Traité soit sérieusement mise en question, un Etat Partie peut, conformément aux dispositions de la Charte des Nations Unies, saisir le Conseil de sécurité, qui peut prendre des mesures conformément à la Charte.

5. Tout Etat Partie peut procéder à la vérification prévue au présent article, soit par ses propres moyens, soit avec l'assistance entière ou partielle de tout autre Etat Partie, soit par des procédures internationales appropriées dans le cadre de l'Organisation des Nations Unies et conformément à la Charte.

6. Les activités de vérification, prévues par le présent Traité, devront être exercées sans aucune gêne pour les activités des autres Etats Parties et compte dûment tenu des droits reconnus conformément au droit international, y compris les libertés de la haute mer et les droits des Etats riverains à l'égard de l'exploration et de l'exploitation de leur plateau continental.

ARTICLE IV

Aucune disposition du présent Traité ne sera interprétée comme constituant un appui ou comme portant atteinte à la position d'un Etat Partie touchant les conventions internationales en vigueur, y compris la Convention de 1958 sur la mer territoriale et la zone contiguë, ou touchant les droits ou prétentions que ledit Etat Partie pourrait faire valoir, ou la reconnaissance ou non-reconnaissance des droits ou prétentions de tout autre Etat, quant aux eaux situées au large de ses côtes, y compris entre autres les mers territoriales et les zones contiguës, ou quant au fond des mers et des océans, y compris les plateaux continentaux.

ARTICLE V

Les Parties au Traité s'engagent à poursuivre des négociations de bonne foi sur de nouvelles mesures en matière de désarmement afin de prévenir une course aux armements sur le fond des mers et des océans ainsi que dans leur sous-sol.

ARTICLE VI

Tout Etat Partie peut proposer des amendements au présent Traité. Ces amendements entreront en vigueur, à l'égard de tout Etat Partie que les aura acceptés, dès leur acceptation par la majorité des Etats Parties au Traité, et, par la suite, à l'égard de chacun des autres Etats Parties, à la date à laquelle cet Etat les aura acceptés.

ARTICLE VII

Cinq ans après l'entrée en vigueur du présent Traité, une conférence des Parties au Traité se réunira à Genève (Suisse) afin d'examiner le fonctionnement du Traité en vue de s'assurer que les objectifs énoncés au préambule et les dispositions du Traité sont dûment observés. Lors de cette révision, il sera tenu compte de tous progrès technologiques pertinents. La conférence de révision déterminera, en conformité des vues de la majorité des Parties présentes à la conférence, si et quand il y aura lieu de tenir une autre conférence de révision.

ARTICLE VIII

Tout Etat Partie au présent Traité, dans l'exercice de sa souveraineté nationale, a le droit de se retirer du Traité s'il juge que des événements extraordinaires en rapport avec l'objet du Traité ont compromis les intérêts supérieurs de son pays. Il doit notifier ce retrait à tous les autres Etats Parties au Traité ainsi qu'au Conseil de sécurité de l'Organisation des Nations Unies avec un préavis de trois mois. Ladite notification doit contenir un exposé des événements extraordinaires que l'Etat en question considère comme ayant compromis ses intérêts supérieurs.

ARTICLE IX

Les dispositions du présent Traité n'affectent d'aucune manière les obligations assumées par les Etats Parties au Traité en vertu d'instruments internationaux créant des zones exemptes d'armes nucléaires.

ARTICLE X

1. Le présent Traité est ouvert à la signature de tous les Etats. Tout Etat qui n'aura pas signé le Traité avant qu'il entre en vigueur conformément au paragraphe 3 du présent article pourra y adhérer à tout moment.

2. Le présent Traité sera soumis à la ratification des Etats signataires. Les instruments de ratification et les instruments d'adhésion seront déposés auprès des Gouvernements des Etats-Unis d'Amérique, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord et de l'Union des Républiques socialistes soviétiques, désignés par les présentes comme gouvernements dépositaires.

3. Le présent Traité entrera en vigueur après le dépôt des instruments de ratification par vingt-deux gouvernements, y compris les gouvernements désignés comme dépositaires du présent Traité.

4. A l'égard des Etats dont les instruments de ratification ou d'adhésion seront déposés après son entrée en vigueur, le présent Traité entrera en vigueur à la date du dépôt de leurs instruments de ratification ou d'adhésion.

5. Les gouvernements dépositaires informeront rapidement les gouvernements de tous les Etats qui auront signé le présent Traité, ou y auront adhéré, de la date de chaque signature, de la date du dépôt de chaque instrument de ratification ou d'adhésion, de la date d'entrée en vigueur du Traité ainsi que de la réception de tous autres avis.

6. Le présent Traité sera enregistré par les gouvernements dépositaires conformément à l'Article 102 de la Charte des Nations Unies.

ARTICLE XI

Le présent Traité, dont les textes anglais, russe, français, espagnol et chinois font également foi, sera déposé dans les archives des gouvernements dépositaires. Des copies certifiées conformes du présent Traité seront adressées par les gouvernements dépositaires aux gouvernements des Etats qui auront signé le Traité ou qui y auront adhéré.

TRATADO SOBRE PROHIBICION DE EMPLAZAR
ARMAS NUCLEARES Y OTRAS ARMAS DE DESTRUCCION EN MASA
EN LOS FONDOS MARINOS Y OCEANICOS Y SU SUBSUELO

Los Estados Partes en el presente Tratado,

Reconociendo el interés común de la humanidad en el progreso de la exploración y utilización de los fondos marinos y oceánicos con fines pacíficos,

Considerando que la prevención de la carrera de armamentos nucleares en los fondos marinos y oceánicos favorece la causa del mantenimiento de la paz mundial, reduce las tensiones internacionales y refuerza las relaciones amistosas entre los Estados,

Convencidos de que el presente Tratado constituye un paso hacia la exclusión de los fondos marinos y oceánicos y su subsuelo de la carrera de armamentos,

Convencidos de que el presente Tratado constituye un paso hacia un tratado de desarme general y completo bajo estricto y eficaz control internacional, y resueltos a proseguir las negociaciones con este fin,

Convencidos de que el presente Tratado promoverá los propósitos y principios de la Carta de las Naciones Unidas en forma compatible con los principios del derecho internacional y sin menoscabar la libertad de la alta mar,

Han convenido en lo siguiente:

ARTICULO I

1. Los Estados Partes en el presente Tratado se comprometen a no instalar ni emplazar en los fondos marinos y oceánicos y su subsuelo, más allá del límite exterior de una zona de los fondos marinos definida en el artículo II, armas nucleares ni ningún otro tipo de armas de destrucción en masa, así como tampoco estructuras, instalaciones de lanzamiento ni otras instalaciones destinadas expresamente a almacenar, ensayar o utilizar dichas armas.

2. Las obligaciones contraídas con arreglo al párrafo 1 de este artículo serán aplicables también a la zona de los fondos marinos mencionada en el mismo párrafo, con la salvedad de que, dentro de esa zona de los fondos marinos, no se aplicarán al Estado ribereño ni a los fondos marinos de sus aguas territoriales.

3. Los Estados Partes en el presente Tratado se comprometen a no asistir, alentar ni inducir a ningún Estado a realizar las actividades mencionadas en el párrafo 1 de este artículo y a no participar de ningún otro modo en tales actos.

ARTICULO II

A los efectos del presente Tratado, el límite exterior de la zona de los fondos marinos a que se refiere el artículo I coincidirá con el límite exterior de doce millas de la zona mencionada en la parte II de la Convención sobre el Mar Territorial y la Zona Contigua, firmada en Ginebra el 29 de abril de 1958, y se medirá de conformidad con lo dispuesto en la sección II de la parte I de dicha Convención y conforme al derecho internacional.

ARTICULO III

1. A fin de promover los objetivos del presente Tratado y asegurar el cumplimiento de sus disposiciones, todo Estado

Parte en el Tratado tendrá derecho a verificar mediante observación las actividades de otros Estados Partes en el Tratado en los fondos marinos y oceánicos y su subsuelo más allá de la zona a que se refiere el artículo I, siempre que esa observación no perturbe tales actividades.

2. Si, una vez efectuada esa observación, subsisten dudas razonables en relación con el cumplimiento de las obligaciones contraídas en virtud del presente Tratado, el Estado Parte que tenga tales dudas y el Estado Parte responsable de las actividades que las susciten celebrarán consultas con miras a resolverlas. Si las dudas persisten, el Estado Parte que tenga tales dudas las notificará a los otros Estados Partes y las Partes interesadas cooperarán en la aplicación de los demás procedimientos de verificación que se convengan, incluida la inspección pertinente de objetos, estructuras, instalaciones u otras obras cuando haya motivos razonables para creer que son del tipo descrito en el artículo I. Las Partes situadas en la región en que se realicen las actividades, incluido cualquier Estado ribereño, y cualquier otra Parte que así lo solicite, tendrán derecho a participar en tales consultas y medidas de cooperación. Después de concluidos esos otros procedimientos de verificación, la Parte que los haya iniciado remitirá a las demás Partes el informe pertinente.

3. Si el Estado responsable de las actividades que susciten las dudas razonables no puede ser identificado mediante la observación del objeto, estructura, instalación u otra obra, el Estado Parte que tenga las dudas las notificará a los Estados Partes de la región en que se realicen las actividades

y a cualquier otro Estado Parte y efectuará las indagaciones pertinentes ante ellos. Si se averigua mediante estas indagaciones que determinado Estado Parte es responsable de las actividades, ese Estado Parte celebrará consultas y cooperará con otras Partes según lo dispuesto en el párrafo 2 de este artículo. En caso de que la identidad del Estado responsable de las actividades no se pueda determinar mediante esas indagaciones, el Estado Parte que realice tales indagaciones podrá iniciar otros procedimientos de verificación, incluida la inspección, y solicitará la participación de las Partes de la región en que se realicen las actividades, incluido cualquier Estado ribereño, y de cualquier otra Parte que desee cooperar.

4. Si las consultas y las medidas de cooperación previstas en los párrafos 2 y 3 de este artículo no han resuelto las dudas acerca de tales actividades y subsiste alguna duda grave en relación con el cumplimiento de las obligaciones contraídas in virtud del presente Tratado, todo Estado Parte podrá, de conformidad con las disposiciones de la Carta de las Naciones Unidas, remitir la cuestión al Consejo de Seguridad, el cual podrá actuar de conformidad con la Carta.

5. Todo Estado Parte podrá emprender la verificación en virtud de este artículo recurriendo a medios propios o con la ayuda plena o parcial de cualquier otro Estado Parte o mediante los procedimientos internacionales apropiados, dentro del marco de la Naciones Unidas y de conformidad con la Carta.

6. Las actividades de verificación que se efectúen de conformidad con el presente Tratado no deberán perturbar las actividades de otros Estados Partes y se llevarán a cabo con

el debido respeto a los derechos reconocidos en derecho internacional, incluyendo la libertad de la alta mar y los derechos de los Estados ribereños en lo que se refiere a la exploración y explotación de sus plataformas continentales.

ARTICULO IV

Ninguna disposición del presente Tratado se interpretará en el sentido de que favorezca o perjudique la posición de ningún Estado Parte con respecto a convenciones internacionales existentes, incluida la Convención de 1958 sobre el Mar Territorial y la Zona Contigua, o con respecto a los derechos o pretensiones que un Estado Parte pueda alegar, o con respecto al reconocimiento o no reconocimiento de los derechos o pretensiones alegados por cualquier otro Estado en relación con las aguas frente a sus costas, incluidos, entre otros, mares territoriales y zonas contiguas, o en relación con los fondos marinos y oceánicos, incluidas las plataformas continentales.

ARTICULO V

Las Partes en el presente Tratado se comprometen a proseguir de buena fe negociaciones relativas a nuevas medidas en la esfera del desarme para la prevención de la carrera de armamentos en los fondos marinos y oceánicos y en su subsuelo.

ARTICULO VI

Cualquier Estado Parte en el presente Tratado podrá proponer enmiendas al mismo. Las enmiendas entrarán en vigor para cada Estado Parte que las acepte cuando hayan sido aceptadas por la mayoría de los Estados Partes en el Tratado y en lo sucesivo para cada uno de los Estados Partes restantes en la fecha en que las haya aceptado.

ARTICULO VII

Cinco años después de la entrada en vigor del presente Tratado, se celebrará en Ginebra, Suiza, una conferencia de las Partes en el Tratado a fin de revisar la aplicación de este Tratado para asegurarse de que se cumplen los propósitos enunciados en el preámbulo y las disposiciones del Tratado. En esta revisión se tendrá en cuenta todo avance tecnológico pertinente. La conferencia de revisión determinará, de conformidad con el parecer de la mayoría de las Partes que asistan a ella, si se ha de convocar una nueva conferencia de revisión y la fecha de ésta.

ARTICULO VIII

Cada Estado Parte en el presente Tratado tendrá derecho, en ejercicio de su soberanía nacional, a retirarse del Tratado si decide que acontecimientos extraordinarios, relacionados con la materia que es objeto del presente Tratado, han comprometido los intereses supremos de su país. Deberá notificar de este retiro a todos los demás Estados Partes en el Tratado y al Consejo de Seguridad de las Naciones Unidas con una antelación de tres meses. Tal notificación deberá incluir una exposición de los acontecimientos extraordinarios que, según considera ese Estado Parte, han comprometido sus intereses supremos.

ARTICULO IX

Las disposiciones del presente Tratado no afectan en forma alguna las obligaciones asumidas por los Estados Partes en el Tratado en virtud de instrumentos internacionales que establezcan zonas libres de armas nucleares.

ARTICULO X

1. El presente Tratado estará abierto a la firma de todos los Estados. Todo Estado que no firmare este Tratado antes de su entrada en vigor, de conformidad con el párrafo 3 del presente artículo, podrá adherirse a él en cualquier momento.

2. El presente Tratado estará sujeto a ratificación por los Estados signatarios. Los instrumentos de ratificación y de adhesión serán entregados para su depósito a los Gobiernos de los Estados Unidos de América, el Reino Unido de Gran Bretaña e Irlanda del Norte y la Unión de Repúblicas Socialistas Soviéticas, que por el presente quedan designados Gobiernos depositarios.

3. El presente Tratado entrará en vigor una vez que hayan depositado los instrumentos de ratificación veintidós gobiernos, entre ellos los Gobiernos que hayan sido designados como depositarios de este Tratado.

4. Para los Estados cuyos instrumentos de ratificación o de adhesión se depositaren después de la entrada en vigor del presente Tratado, el Tratado entrará en vigor en la fecha del depósito de sus instrumentos de ratificación o adhesión.

5. Los Gobiernos depositarios comunicarán sin demora a los Gobiernos de todos los Estados signatarios y de todos los Estados que se hayan adherido al presente Tratado la fecha de cada firma, la fecha de depósito de cada instrumento de ratificación o de adhesión al presente Tratado, la fecha de su entrada en vigor, así como cualquier otra notificación que reciban.

6. El presente Tratado será registrado por los Gobiernos depositarios de conformidad con el Artículo 102 de la Carta de las Naciones Unidas.

ARTICULO XI

El presente Tratado, cuyos textos en inglés, ruso, francés, español y chino son igualmente auténticos, se depositará en los archivos de los Gobiernos depositarios. Los Gobiernos depositarios remitirán copias debidamente certificadas del presente Tratado a los Gobiernos de los Estados signatarios y de los Estados que se adhieran al Tratado.

禁止在海洋底床及其下層土壤放置
核武器及其他大規模毀滅武器條約

本條約締約國，

確認為和平用途而探測與使用海洋底床，其所獲進展，人類共蒙其利，

認為防止海洋底床核武器競賽，有利於維持世界和平，足以緩和國際緊張局勢，並加強國與國間友好關係，

深信本條約乃禁絕海洋底床及其下層土壤軍備競賽之一步驟，

深信本條約乃締結嚴格有效國際管制下普遍徹底裁軍條約之一步驟，決心繼續談判，以達此目的，

深信本條約將能以符合國際法原則、同時不妨害公海自由之方式，促進聯合國憲章之宗旨與原則，

爰議定條款如下：

第壹條

一 本條約締約國擔允決不於第貳條規定之海床區外緣界限之外海洋底床及其下層土壤，安設或放置任何核武器或任何其他種大規模毀滅武器，以及專為貯藏、試驗或使用此種武器用途之建築物、發射裝置或任何其他便利。

二 本條第一項規定之擔允，在同項所稱海床區內亦同樣適用，惟在此種海床區內，對沿海國或其領水下海床，不適用之。

三 本條約締約國擔允決不協助、鼓勵或動促任何國家從事本條第一項所指之活動，亦決不以任何其他方式，參與此種行動。

第貳條

在本條約適用範圍內，第壹條所稱海床區之外緣界限，與一九五八年四月二十九日在日內瓦簽訂之領海及鄰接區公約第二編所指該區十二哩外緣界限同，並應依照該公約第一編第二節之規定及國際法測算之。

第參條

一 為促進本條約各項目標之實現，並確保本條約各項規定之遵守起見，本條約締約國有權以觀察方法查核本條約其他締約國在第壹條所稱之區以外海洋底床及其下層土壤所作之活動，但所作觀察不得妨礙此種活動。

二 如在觀察之後，對於是否已盡依本條約所負義務仍有合理之疑慮時，懷疑之締約國及對產生疑慮之活動負責之締約國，應互相諮商以消釋疑慮。如疑慮未能消釋，則懷疑之締約國應通知其他締約國；關係締約國對於協議之進一步查核程序應行合作，包括對合理假定屬於第壹條所稱一類之物體、建築物、裝置或其他便利之適當檢查。活動所在區域之締約國，包括任何沿海國及任何申請參加之其他締約國，應有權參加此種諮商與合作。進一步查核程序完成後，發動此種程序之締約國應編製適當之報告書，分發其他締約國。

四 觀察物體、建築物、裝置或其他便利之後，如不能斷定對於產生合理疑慮之活動應負責任之國家，懷疑之締約國應通知活動所在區域之締約國及任何其他締約國，並提出適當之詢問。如在詢問之後查明某一締約國應對此種活動負責，該締約國應依本條第二項之規定，與其他締約國諮商並合作。如詢問不能查明應對此種活動負責之國家，則查詢之締約國得進行進一步之查核程序，包括檢查在內，該國並應邀請活動所在區域之締約國、包括任何沿海國、以及希望合作之任何其他締約國參加。

四 遇依本條第二項及第三項之諮商與合作未能消釋對於此種活動之疑慮，對是否已盡依本條約所負義務仍有重大疑問時，本條約締約國得依聯合國憲章之規定，將此事提出安全理事會，由其依照憲章採取行動。

五 依本條規定之查核，得由任何締約國自力、或取得任何其他締約國全力或局部協助、或經聯合國範疇內符合憲章之適當國際程序進行之。

六 依本條約規定之查核活動，不得妨礙其他締約國之活動，並應適當顧及國際法所承認之權利，包括公海自由及沿海國探測開發其大陸礁層之權利在內。

第肆條

本條約不得解釋為支持或妨害任何締約國對於下列各項所採取之立場：現行國際公約、包括一九五八年領海及鄰接區公約；該締約國關於其海岸以外水域包括領海及鄰接區等等、或關於海洋底床包括大陸礁層可能主張之權利或要求；承認或不承認任何其他國家在此方面主張之權利或要求。

第伍條

本條約締約國應允就防止海洋底床及其下層土壤軍備競賽之裁軍方面其他措施，各秉誠意，繼續談判。

第陸條

本條約任何締約國得對本條約提出修正。修正對於接受修正之每一締約國應於多數締約國接受時發生效力，嗣後對於其餘每一締約國應於其接受之日起發生效力。

第柒條

本條約發生效力滿五年後，應於瑞士日內瓦舉行締約國會議檢討本條約施行情形，以確保前文之宗旨及本條約之規定已在實施中。此項檢討應計及任何有關之技術發展。檢討會議應依出席締約國之多數意見決定應否再召開一次檢討會議以及於何時召開。

第捌條

本條約每一締約國於行使其國家主權時，倘斷定與本條約主題有關之非常事件已危及其本國最高利益，有權退出本條約。該國應將此項退出於三個月前通知本條約所有其他締約國及聯合國安全理事會。此項通知應載列陳述，說明該國認為已危及其最高利益之非常事件。

第玖條

本條約之規定絕不影響本條約締約國依建立非核武器區國際文書所承擔之義務。

第拾條

一 本條約聽由所有國家簽署。凡在本條約依本條第三項發生效力前未簽署之任何國家得隨時加入本條約。

二 本條約須經簽署國批准。批准書及加入書應送交美利堅合衆國、大不列顛及北愛爾蘭聯合王國及蘇維埃社會主義共和國聯邦政府存放，爲此指定各該國政府爲保管國政府。

三 本條約應於二十二國政府，包括指定爲本條約保管國政府之各國政府，交存批准書後發生效力。

四 對於本條約發生效力後交存批准書或加入書之國家，本條約應於其交存批准書或加入書之日起發生效力。

五 保管國政府應將每一簽署之日期、每一批准書或加入書存放之日期、本條約發生效力之日期及收到之其他通知迅即知照所有簽署及加入本條約之國家。

六 本條約應由保管國政府遵照聯合國憲章第一百零二條規定辦理登記。

第拾壹條

本條約應存放保管國政府檔案，其英文、俄文、法文、西班牙文及中文各本同一作準。保管國政府應將本條約正式副本分送各簽署國及加入國政府。

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Treaty.

DONE in triplicate, at the cities of Washington, London and Moscow, this eleventh day of February, one thousand nine hundred seventy-one.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, должным образом на то уполномоченные, подписали настоящий Договор.

СОВЕРШЕНО в трех экземплярах в городах Вашингтоне, Лондоне и Москве одиннадцатого дня февраля тысяча девятьсот семьдесят первого года.

EN FOI DE QUOI les soussignés, dûment habilités à cet effet, ont signé le présent Traité.

FAIT en trois exemplaires, à Washington, Londres et Moscou, le onze février, mil neuf cent soixante et onze.

EN TESTIMONIO DE LO CUAL los infrascritos, debidamente autorizados al efecto, firman este Tratado.

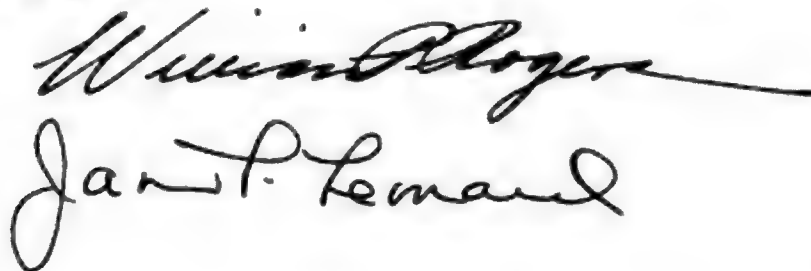
HECHO en tres ejemplares, en las ciudades de Washington, Londres y Moscú, el día once de febrero de mil novecientos setenta y uno.

為此,下列代表,各秉正式授予之權,謹簽字於本條約,
以昭信守。

本條約共繕三份,於公曆一千九百七十一年二月
十一日訂於華盛頓、倫敦及莫斯科。

FOR THE UNITED STATES OF AMERICA:
ЗА СОЕДИНЕННЫЕ ШТАТЫ АМЕРИКИ:
POUR LES ETATS-UNIS D'AMERIQUE:
POR LOS ESTADOS UNIDOS DE AMERICA:

美利堅合衆國:

Two handwritten signatures in cursive. The top signature is "William P. Rogers" and the bottom signature is "James P. Lemmon".

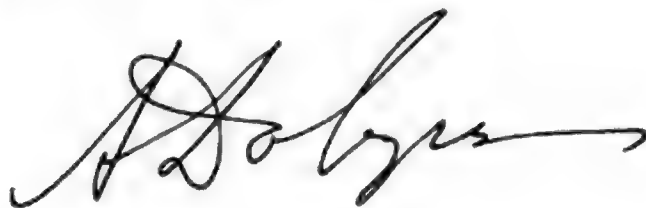
FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
ЗА СОЕДИНЕННОЕ КОРОЛЕВСТВО ВЕЛИКОБРИТАНИИ И СЕВЕРНОЙ ИРЛАНДИИ:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:

大不列顛及北愛爾蘭聯合國:

A handwritten signature in cursive, appearing to be "Christopher".

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
ЗА СОЮЗ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК:
POUR L'UNION DES REPUBLIQUES SOCIALISTES SOVIETIQUES:
POR LA UNION DE REPUBLICAS SOCIALISTAS SOVIETICAS:

蘇維埃社會主義共和國聯盟:

A handwritten signature in cursive, appearing to be "Dobrynin".

TIAS 7337

FOR FINLAND:
ЗА ФИНЛЯНДИЮ:
POUR LA FINLANDE:
POR FINLANDIA:

芬 蘭:

Olavi Munkki

FOR JORDAN:
ЗА ИОРДАНИЮ:
POUR LA JORDANIE:
POR JORDANIA:

約 旦:

A. Jast

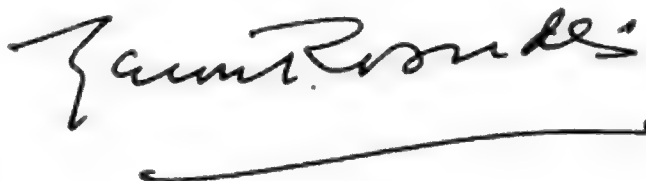
FOR SWEDEN:
ЗА ШВЕЦИИ:
POUR LA SUEDE:
POR SUECIA:

瑞 典:

Hubertus Jander

FOR CYPRUS:
ЗА КИПР:
POUR CHYPRE:
POR CHIPRE:

塞普勒斯:



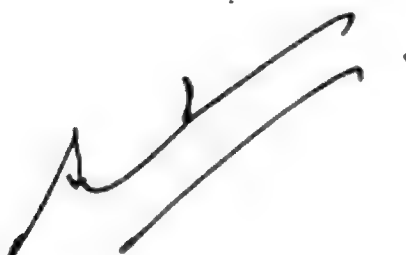
FOR BULGARIA:
ЗА БОЛГАРИЯ:
POUR LA BULGARIE:
POR BULGARIA:

保加利亚:



FOR BURMA:
ЗА БИРМА:
POUR LA BIRMANIE:
POR BIRMANIA:

緬甸:



TIAS 7837

FOR HUNGARY:
ЗА ВЕНГРИЮ:
POUR LA HONGRIE:
POR HONGRIA:

匈牙利:

1
[Signature]

FOR ICELAND:
ЗА ИСЛАНДИЮ:
POUR L'ISLANDE:
POR ISLANDIA:

冰岛:

[Signature]

FOR CANADA:
ЗА КАНАДУ:
POUR LE CANADA:
POR EL CANADA:

加拿大:

Marcel Cadieux.

FOR ETHIOPIA:
 ЗА ЭФИОПИЮ:
 POUR L'ETHIOPIE:
 POR ETIOPIA:

衣索比亚:

Signature

FOR THE REPUBLIC OF KOREA:
 ЗА КОРЕЙСКУЮ РЕСПУБЛИКУ:
 POUR LA REPUBLIQUE DE COREE:
 POR LA REPUBLICA DE COREA:

韓國:

Handwritten signature

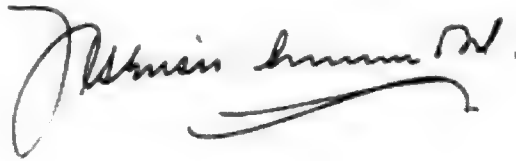
FOR LAOS:
 ЗА ЛАОС:
 POUR LE LAOS:
 POR LAOS:

寮國:

Handwritten signature

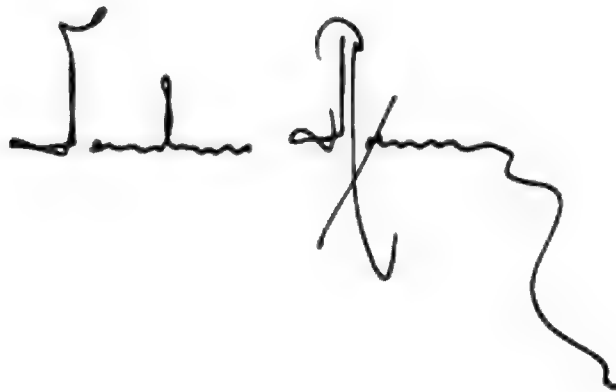
FOR GUATEMALA:
 ЗА ГВАТЕМАЛУ:
 POUR LE GUATEMALA:
 POR GUATEMALA:

丹地馬拉:



FOR DENMARK:
 ЗА ДАНИЮ:
 POUR LE DANEMARK:
 POR DINAMARCA:

丹麥:



FOR HONDURAS:
 ЗА ГОНДУРАС:
 POUR LE HONDURAS:
 POR HONDURAS:

宏都拉斯:



FOR THE REPUBLIC OF CHINA:
 ЗА КИТАЙСКУЮ РЕСПУБЛИКУ:
 POUR LA REPUBLIQUE DE CHINE:
 POR LA REPUBLICA DE CHINA:

中華民國:

周書楷
 Chou Shukai

FOR IRELAND:
 ЗА ИРЛАНДИЮ:
 POUR L'IRLANDE:
 POR IRLANDA:

愛爾蘭:

Mr. [Signature]

FOR THE NIGER:
 ЗА НИГЕР:
 POUR LE NIGER:
 POR EL NIGER:

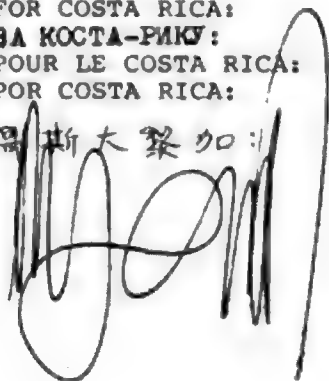
尼日:

Ag [Signature]

TIAS 7337

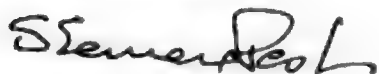
FOR COSTA RICA:
ЗА КОСТА-РИКУ:
POUR LE COSTA RICA:
POR COSTA RICA:

哥斯大黎加:

A large, stylized handwritten signature in black ink, consisting of several loops and a long vertical stroke on the right.

FOR LIBERIA:
ЗА ЛИБЕРИЮ:
POUR LE LIBERIA:
POR LIBERIA:

賴比瑞亞:

A handwritten signature in black ink, appearing to be 'Siemens' followed by a stylized 'L'.

FOR NEW ZEALAND:
ЗА НОВУЮ ЗЕЛАНДИЮ:
POUR LA NOUVELLE-ZELANDE:
POR NUEVA ZELANDIA:

紐西蘭:

A handwritten signature in black ink, appearing to be 'R. J. S.' followed by a stylized flourish.

FOR NEPAL:
ЗА НЕПАЛ:
POUR LE NEPAL:
POR NEPAL:

尼泊爾:

Karl Shetter Shuman

FOR THE KHMER REPUBLIC:
ЗА РЕСПУБЛИКУ КМЕР:
POUR LA REPUBLIQUE KHMERE:
POR LA REPUBLICA KHMER:

柬埔寨共和國:

[Signature]

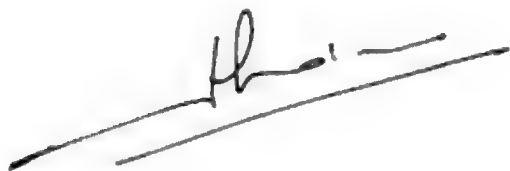
FOR LUXEMBOURG:
ЗА ЛЮКСЕМБУРГ:
POUR LE LUXEMBOURG:
POR LUXEMBURGO:

盧森堡:

Jean Wagner

FOR MALI:
ЗА МАЛИ:
POUR LE MALI:
POR MALI:

馬利:

A handwritten signature in dark ink, appearing to be "H. M.", written over two horizontal lines.

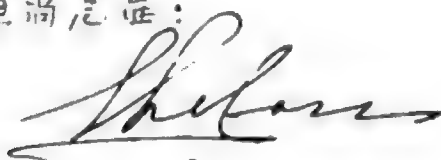
FOR CZECHOSLOVAKIA:
ЗА ЧЕХОСЛОВАКИЮ:
POUR LA TCHECOSLOVAQUIE:
POR CHECOSLOVAQUIA:

捷克斯拉夫:

A handwritten signature in dark ink, appearing to be "Rohat Skir", written in a cursive style.

FOR TANZANIA:
ЗА ТАНЗАНИЮ:
POUR LA TANZANIE:
POR TANZANIA:

坦尚尼亞:

A handwritten signature in dark ink, appearing to be "Shelton", written in a cursive style.

FOR POLAND:
ЗА ПОЛЬШУ:
POUR LA POLOGNE:
POR POLONIA:

波 蘭 :

Jerry Michalowski

FOR JAPAN:
ЗА ЯПОНИЮ:
POUR LE JAPON:
POR EL JAPON:

日 本 .

Nobuko Uchida

FOR AFGHANISTAN:
ЗА АФГАНИСТАН:
POUR L'AFGHANISTAN:
POR EL AFGANISTAN:

阿 富 汗 :

امید
A. Mahyar

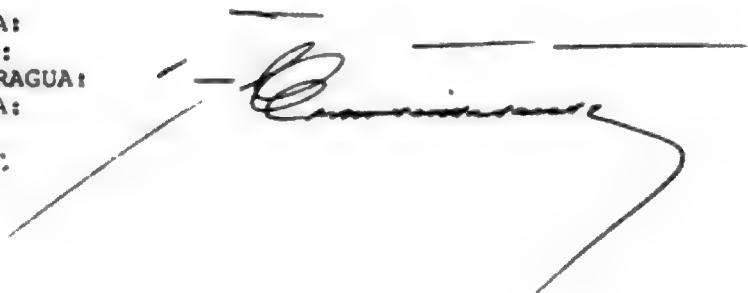
FOR MOROCCO:
ЗА МАРОККО:
POUR LE MAROC:
POR MARRUECOS:

摩洛哥:

Abdellah Tadjewi


FOR NICARAGUA:
ЗА НИКАРАГУА:
POUR LE NICARAGUA:
POR NICARAGUA:

尼加拉瓜:



FOR MALTA:
ЗА МАЛТУ:
POUR MALTE:
POR MALTA:

馬爾他:



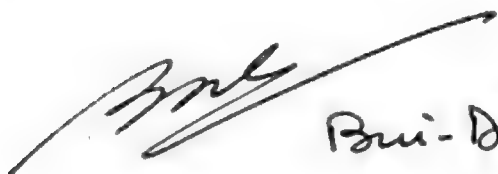
FOR LEBANON:
ЗА ЛИБАН:
POUR LE LIBAN:
POR EL LIBANO:

黎巴嫩:

N. Kaban;

FOR THE REPUBLIC OF VIET-NAM:
ЗА РЕПУБЛИКУ ВЬЕТНАМ:
POUR LA REPUBLIQUE DU VIET-NAM:
POR LA REPUBLICA DE VIET-NAM:

越南民國:


Bui-Diem

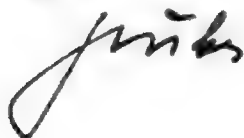
FOR IRAN:
ЗА ИРАН:
POUR L'IRAN:
POR EL IRAN:

伊朗:

Dr. Huan Huan,

FOR AUSTRIA:
3A ABCTPMIO:
POUR L'AUTRICHE:
POR AUSTRIA:

奥地利:



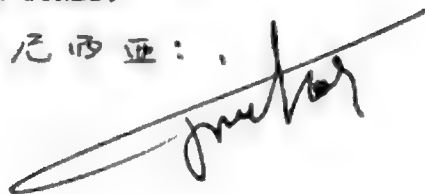
FOR GHANA:
3A TAEY:
POUR LE GHANA:
POR GHANA:

加纳:



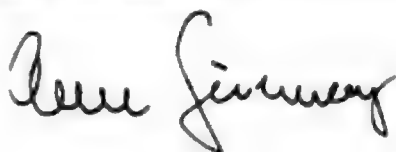
FOR TUNISIA:
3A TYHMC:
POUR LA TUNISIE:
POR TONEZ:

突尼斯:



FOR NORWAY:
ЗА НОРВЕГИЮ:
POUR LA NORVEGE:
POR NORUEGA:

挪威:



FOR AUSTRALIA:
ЗА АВСТРАЛИЮ:
POUR L'AUSTRALIE:
POR AUSTRALIA:

澳大利亚:



FOR THE NETHERLANDS:
ЗА НИДЕРЛАНДЫ:
POUR LES PAYS-BAS:
POR LOS PAISES BAJOS:

荷蘭:



TIAS 7837

FOR ROMANIA:
ЗА РУМЫНИЮ:
POUR LA ROUMANIE:
POR RUMANIA:

羅馬尼亞:

Corneliu Bogdan

FOR THE CENTRAL AFRICAN REPUBLIC:
ЗА ЦЕНТРАЛЬНОАФРИКАНСКУЮ РЕСПУБЛИКУ:
POUR LA REPUBLIQUE CENTRAFRICAINE:
POR LA REPUBLICA CENTROAFRICANA:

中非共和國:

Y. M. N. N.

FOR THE DOMINICAN REPUBLIC:
ЗА ДОМИНИКАНСКУЮ РЕСПУБЛИКУ:
POUR LA REPUBLIQUE DOMINICAINE:
POR LA REPUBLICA DOMINICANA:

多明尼加共和國:

S. C. N.

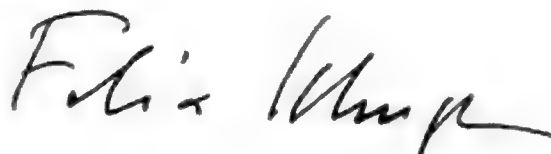
FOR SWITZERLAND:

ЗА ШВЕЙЦАРИЮ:

POUR LA SUISSE:

POR SUIZA:

瑞士:



FOR BELGIUM:

ЗА БЕЛЬГИЮ:

POUR LA BELGIQUE:

POR BELGICA:

比利时:



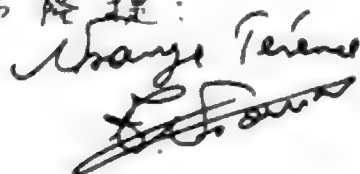
FOR BURUNDI:

ЗА БУРУНДИ:

POUR LE BURUNDI:

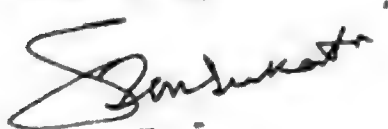
POR BURUNDI:

布隆迪:



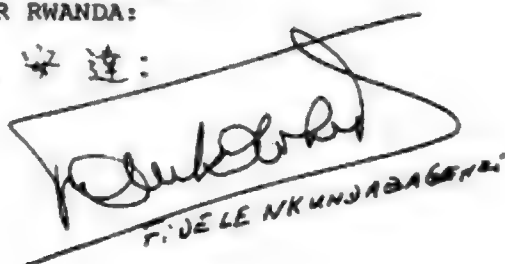
FOR SWAZILAND:
 ЗА СВАЗИЛЕНД:
 POUR LE SWAZILAND:
 POR SWAZILANDIA:

史瓦濟蘭:



FOR RWANDA:
 ЗА РВАНДИ:
 POUR LE RWANDA:
 POR RWANDA:

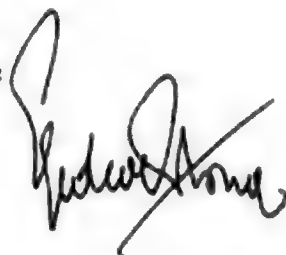
盧安達:



FIDELE NKUNJABAGENDI

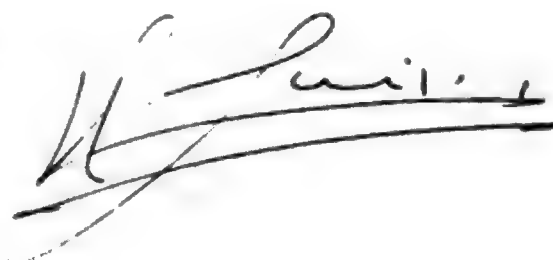
FOR ITALY:
 ЗА ИТАЛИЮ:
 POUR L'ITALIE:
 POR ITALIA:

義大利:



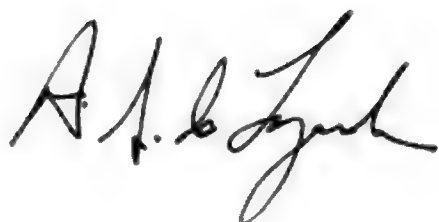
FOR URUGUAY:
ЗА УРУГУАЙ:
POUR L'URUGUAY:
POR EL URUGUAY:

烏拉圭:

A handwritten signature in dark ink, appearing to be "H. Smith", written over a horizontal line.

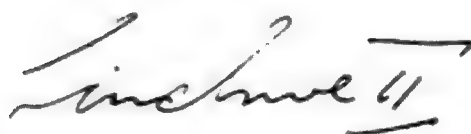
FOR BOLIVIA:
ЗА БОЛИВИЮ:
POUR LA BOLIVIE:
POR BOLIVIA:

玻利維亞:

A handwritten signature in dark ink, appearing to be "A. P. Lopez", written in a cursive style.

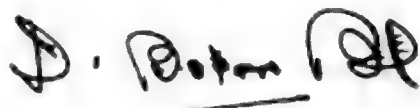
FOR BOTSWANA:
ЗА БОТЦВАНУ:
POUR LE BOTSWANA:
POR BOTSWANA:

波札那:

A handwritten signature in dark ink, appearing to be "Lincoln II", written in a cursive style.


FOR COLOMBIA:
ЗА КОЛУМБИЮ:
POUR LA COLOMBIE:
POR COLOMBIA:

哥伦比亚:



FOR GUINEA:
ЗА ГВИНЕЮ:
POUR LA GUINEE:
POR GUINEA:

几内亚:



FOR MAURITIUS:
ЗА МАВРИКІЯ:
POUR MAURICE:
POR MAURICIO:

模里西斯:



FOR SOUTH AFRICA:
 3A ЮЖНО АФРИКЪ:
 POUR L'AFRIQUE DU SUD:
 POR SUDAFRICA:

南非

H. T. Tammes

FOR PANAMA:
 3A ПАНАМА:
 POUR LE PANAMA:
 POR PANAMÁ:

巴拿馬

J. J. J. J.

FOR GREECE:
 3A ГРЕЦИЯ:
 POUR LA GRECE:
 POR GRECIA:


希腊

Stipax's

12 of February 1971

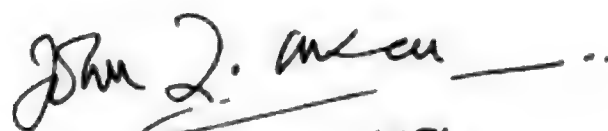
FOR PARAGUAY:
ЗА ПАРАГВАЙ:
POUR LE PARAGUAY:
POR EL PARAGUAY:

巴拉圭


23 February 1971..

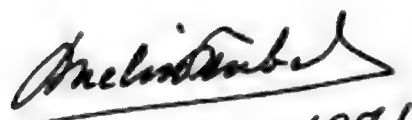
FOR SIERRA LEONE:
ЗА СЬЕРРА-ЛЕОНЕ:
POUR LE SIERRA LEONE:
POR SIERRA LEONA:

獅子山


24th February 1971.

FOR TURKEY:
ЗА ТУРЦИЮ:
POUR LA TURQUIE:
POR TURQUIA:

土耳其


Feb. 25 1971

FOR YUGOSLAVIA:
ЗА ЈУГОСЛАВИЈУ:
POUR LA YUGOSLAVIE:
FOR YUGOSLAVIA:

南斯拉夫

R. C. Stoburn
2 of March 1971

FOR SENEGAL:
ЗА СЕНЕГАЛ:
POUR LE SENEGAL:
FOR EL SENEGAL:

塞内加尔

Charles Fall
17th of March 1971

FOR DAHOMEY:
ЗА ДАГОМЕЈ:
POUR LE DAHOMEY:
FOR EL DAHOMEY:

達荷美

H. C. J. J. J.
6 18 Mars 1971

TIAS 7387

FOR TOGO:
ЗА ТОГО:
POUR LE TOGO:
POR EL TOGO:
多哥



2. June 1971

FOR SINGAPORE:
ЗА СИНГАПУР:
POUR SINGAPOUR:
POR SINGAPUR:

新加坡

E. Spontak
May 5 1971.

FOR MALAYSIA:
ЗА МАЛАЙСКУЮ ФЕДЕРАЦИЮ:
POUR LA MALAISIE:
POR MALASIA:
馬來西亞

W. J. W. W. W.
May 20, 1971.

FOR EQUATORIAL GUINEA:
 ЗА ЭКВАТОРИАЛЬНУЮ ГВИНЕЮ:
 POUR LA GUINEE EQUATORIALE:
 POR GUINEA ECUATORIAL:

赤道幾內亞 H-6-41.

Gringulius

FOR THE FEDERAL REPUBLIC OF GERMANY:
 ЗА ФЕДЕРАТИВНУЮ РЕСПУБЛИКУ ГЕРМАНИИ:
 POUR LA REPUBLIQUE FEDERALE D'ALLEMAGNE:
 POR LA REPUBLICA FEDERAL DE ALEMANIA:

德意志聯邦共和國

Hans Heinrich Horner 9.6. 1971.

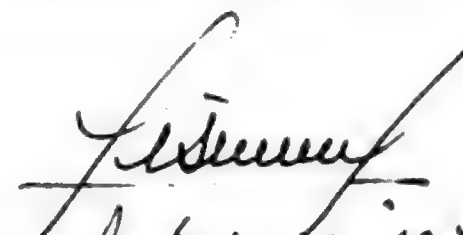
FOR BRAZIL:
 ЗА БРАЗИЛИЮ:
 POUR LE BRESIL:
 POR EL BRASIL:

巴西

ad referendum.
7th August 22. 1971. Hester
September 3, 1971

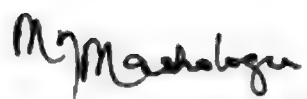
FOR ARGENTINA:
ЗА АРГЕНТИНУ:
POUR L'ARGENTINE:
POR LA ARGENTINA:

阿根廷


September 3, 1971.


FOR LESOTHO:
ЗА ЛЕСОТО:
POUR LE LESOTHO:
POR LESOTHO:

賴索托


September 8, 1971


FOR THE MALAGASY REPUBLIC:
ЗА МАЛЬГАСИАСКУЮ РЕСПУБЛИКУ:
POUR LA REPUBLIQUE MALGACHE:
POR LA REPUBLICA MALGACHE:

馬拉加西共和國



September 14, 1971

TIAS 7387

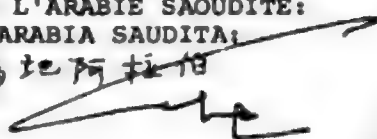
FOR JAMAICA:
ЗА ЯМАЙКУ:
POUR LA JAMAIQUE:
POR JAMAICA:
牙買加


October 11, 1971.

FOR THE GAMBIA:
ЗА ГАМБИЮ:
POUR LA GAMBIE:
POR LA GAMBIA:
岡比亚


29/10/71

FOR SAUDI ARABIA:
ЗА САУДОВСКУЮ АРАВИЮ:
POUR L'ARABIE SAOUDITE:
POR ARABIA SAUDITA:
沙烏地阿拉伯


January 7th 1972

I CERTIFY THAT the foregoing is a true copy of the United States depositary original of the Treaty on the Prohibition of the Emplacement of Nuclear Weapons and Other Weapons of Mass Destruction on the Seabed and the Ocean Floor and in the Subsoil Thereof, which original, done in the English, Russian, French, Spanish, and Chinese languages, was opened for signature at Washington on February 11, 1971, and is deposited in the archives of the Government of the United States of America.

IN TESTIMONY WHEREOF, I, WILLIAM P. ROGERS, Secretary of State of the United States of America, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Acting Authentication Officer of the said Department, at the city of Washington, in the District of Columbia this twenty-sixth day of April, 1972.

WILLIAM P. ROGERS
Secretary of State

[SEAL]

By FRANCIS J. FILLIUS
Acting Authentication Officer
Department of State

Note by the Department of State

**SIGNATORIES AT WASHINGTON TO THE TREATY ON THE
PROHIBITION OF THE EMPLACEMENT OF NUCLEAR
WEAPONS AND OTHER WEAPONS OF MASS DESTRUCTION
ON THE SEABED AND THE OCEAN FLOOR AND IN THE
SUBSOIL THEREOF***

**Opened for signature on February 11, 1971
at Washington, London and Moscow**

FOR THE UNITED STATES OF AMERICA:

WILLIAM P. ROGERS
JAMES F. LEONARD

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

CROMER

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

A DOBRYNIN

*Signatures affixed February 11, 1971 unless otherwise indicated.

FOR FINLAND:

OLAVI MUNKKI

FOR JORDAN:

A. SHARAF

FOR SWEDEN:

HUBERT DE BESCHE

FOR CYPRUS:

ZENON ROSSIDES

FOR BULGARIA:

D L GUERASSIMOV

FOR BURMA:

SAN MAUNG

FOR HUNGARY:

NAGY JÁNOS

FOR ICELAND:

HÖRDUR HELGASON

FOR CANADA:

MARCEL CADIEUX

FOR ETHIOPIA:

MINASSE HAILE

FOR THE REPUBLIC OF KOREA:

DONG JO KIM [ROMANIZATION]

FOR LAOS:

LANE PATHAMMAVONG

FOR GUATEMALA:

J. ASENSIO WUNDERLICH

FOR DENMARK:

TORBEN RØNNE

TIAS 7337

FOR HONDURAS:

ROBERTO GALVEZ

FOR THE REPUBLIC OF CHINA:

CHOW SHUKAI

FOR IRELAND:

W. WARNOCK

FOR THE NIGER:

A. JOSEPH [JOSEPH AMINA]

FOR COSTA RICA:

R A ZUÑIGA

FOR LIBERIA:

S. EDWARD PEAL

FOR NEW ZEALAND:

R L JERMYN

FOR NEPAL:

KUL SHEKHAR SHARMA

FOR THE KHMER REPUBLIC:

SONN

FOR LUXEMBOURG:

JEAN WAGNER

FOR MALI:

S TRAORÉ

FOR CZECHOSLOVAKIA:

D ROHAL-ILKIV

FOR TANZANIA:

SHILAM [G. M. RUTABANZIBWA]

FOR POLAND:

JERZY MICHALOWSKI

TIAS 7337

FOR JAPAN :

NOBUHIKO USHIBA

FOR AFGHANISTAN :

A. MALIKYAR

FOR MOROCCO :

ABDESLAM TADLAOUI

FOR NICARAGUA :

GUILLERMO SEVILLA-SACABA

FOR MALTA :

ARVID PARDO

FOR LEBANON :

N. KABBANI

FOR REPUBLIC OF VIET-NAM :

BUI-DIEM

FOR IRAN :

DR. A. ASLAN APSHAR

FOR AUSTRIA :

GRUBER

FOR GHANA :

E. MOSES DEBRAH

FOR TUNISIA :

S EL GOULLI

FOR NORWAY :

ARNE GUNNENG

FOR AUSTRALIA :

JOHN RYAN

FOR THE NETHERLANDS :

R B VAN LYNDEN

TIA8 7387

FOR ROMANIA:

CORNELIU BOGDAN

FOR THE CENTRAL AFRICAN REPUBLIC:

R GUERILLOT

FOR THE DOMINICAN REPUBLIC:

S. ORTIZ

FOR SWITZERLAND:

FELIX SCHNYDER

FOR BELGIUM:

WALTER LORIDAN

FOR BURUNDI:

NSANZE TERENCE

FOR SWAZILAND:

S. T. M. SUKATI

FOR RWANDA:

FIDÈLE NKUNDABAGENZI

FOR ITALY:

EGIDIO ORTONA

FOR URUGUAY:

H. LUISI

FOR BOLIVIA:

A. S. DE LOZADA

FOR BOTSWANA:

LINCHWE II

FOR COLOMBIA:

D. BOTERO B

FOR GUINEA:

F KEITA

TIAS 7337

FOR MAURITIUS:

PIERRE GUY GIRALD BALANCY

FOR SOUTH AFRICA:

H L T TASWELL

FOR PANAMA:

J A DE LA OSSA

FOR GREECE:

B VITSAXIS

12 of February 1971

FOR PARAGUAY:

ROQUE J AVILA

23 February 1971.

FOR SIERRA LEONE:

JOHN J. AKAR

24th February 1971.

FOR TURKEY:

MELIH ESENBEL

Feb. 25 1971

FOR YUGOSLAVIA:

B CRNOBRNJA

2 of March 1971

FOR SENEGAL:

CHEIKH FALL

17th of March 1971

FOR DAHOMEY:

WILFRID DE SOUZA

le 18 Mars 1971

FOR TOGO:

DR OHIN

2. Avril 1971

FOR SINGAPORE:

E. S. MONTEIRO

May 5 1971

FOR MALAYSIA:

ONG YOKE LIN

May 20, 1971

FOR EQUATORIAL GUINEA:

PRIMO JOSÉ ESONO

4-6-71 [June 4, 1971]

TIAS 7337

FOR THE FEDERAL REPUBLIC OF GERMANY:

HANS HEINRICH NOEBEL 8/6 1971 [June 8, 1971]

FOR BRAZIL:

AD REFERENDUM

JOÃO AUGUSTO DE ARAUJO CASTRO September 3, 1971

FOR ARGENTINA:

TISCORNIA September 3, 1971

FOR LESOTHO:

M T MASHOLOGU September 8, 1971

FOR THE MALAGASY REPUBLIC:

RAZAFIMBAHINY September 14, 1971

FOR JAMAICA:

D W COLLINS October 11, 1971

FOR THE GAMBIA:

A D CAMARA 29/10/71

FOR SAUDI ARABIA:

IBRAHIM AL-SOWAYEL January 7th 1972
[ROMANIZATION]

NIGERIA

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Dated at Lagos April 12 and 20, 1972;
Entered into force April 20, 1972;
Effective February 7, 1972.*

The American Embassy to the Nigerian Ministry of External Affairs

No. 14

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Federal Republic of Nigeria and has the honor to refer to recent discussions in the Congress of the United States regarding the United States Assistance Act,^[1] which includes a provision requiring payment to the United States Government in Nigerian Pounds of ten percent of the value of Grant Military Assistance provided by the United States to the Federal Republic of Nigeria.

In accordance with that provision, it is proposed that the Federal Republic of Nigeria will deposit in an account to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in the Federal Republic of Nigeria for Nigerian Pounds on the date deposits are made, the following amount in Nigerian Pounds:

In the case of a Grant of Military Assistance to the Federal Republic of Nigeria an amount equal to ten percent of each such grant.

The Federal Republic of Nigeria will be notified quarterly of rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification of deliveries. This provision applies to Military Assistance Act training only and not to training received under the auspices of Foreign Military Sales. Training purchased under the Foreign Military Sales Program continues to require full payment in United States dollars

¹ 86 Stat. 26; 22 U.S.C. § 2321 g.

within 120 days of the signing of an agreement to purchase such training by the representative of the Federal Military Government.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government in Nigerian Pounds, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961.^[1] The estimated ten percent deposit required for training currently programmed under the auspices of the Military Assistance Act in U.S. Fiscal Year 1972 and due to commence after February 7, 1972 is £N581.12.9.

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Federal Republic of Nigeria shall, together with this note, constitute an agreement between our governments on this subject effective from and after February 7, 1972 and applicable to rendering of Defense Services funded or agreed to and delivered or rendered on or subsequent to that date.

In order to continue the current Military Assistance Program granted to Nigeria, a written acceptance of the terms set forth above must be received by the Embassy not later than April 21, 1972. Non-receipt of such a response must, by law, result in the cancellation of remaining training projected by the Military Assistance Program. It is again emphasized that this note and the request for agreement do not apply to the current and projected Foreign Military Sales Programs which continue to require payment of all training costs in United States dollars within 120 days of contract execution.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry the assurances of its highest consideration.

J. E. R.

EMBASSY OF THE UNITED STATES OF AMERICA,
LAGOS, April 12, 1972

The Nigerian Ministry of External Affairs to the American Embassy

Note No. 478/72

20th APRIL, 1972.

The Ministry of External Affairs of the Federal Republic of Nigeria presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 14 of 12th April, 1972, and the Ministry's Note No. 470/72 of 18th April, 1972.^[2]

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

² Not printed.

The Ministry wishes to inform the Embassy that the Federal Government of Nigeria is agreeable to depositing, in local currency, an amount equal to ten per cent of the value of Grant Military Assistance provided by the United States with effect from the 7th of February, 1972.

The Ministry of External Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest considerations.

[SEAL]

S.A.

THE EMBASSY OF THE UNITED STATES OF AMERICA,
LAGOS.

TIAS 7338

PAKISTAN

Agricultural Commodities

Agreement amending the agreement of March 9, 1972.

Effected by exchange of notes

Signed at Islamabad May 11, 1972;

Entered into force May 11, 1972.

*The American Minister-Counselor, Director, to the Pakistani
Secretary, Economic Affairs Division*

EMBASSY OF THE
UNITED STATES OF AMERICA

ISLAMABAD

May 11, 1972

SIR:

I have the honor to refer to the Exchange of Notes between our two Governments signed on March 9, 1972 [¹] amending the Agricultural Commodities Agreements between our two Governments signed on November 25, 1970 and August 6, 1971, [²] and am pleased to inform the Government of Pakistan that the United States Government has agreed to amend the said Notes as follows:

In the paragraph following Paragraph (B), delete the words "60 days" and instead insert the words "120 days".

All other items in the said Agreements and the said Notes shall remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments to enter into force under the date of your note in reply.

¹ TIAS 7301 ; *ante*, p. 257.

² TIAS 7087, 7233 ; 22 UST 484, 1893.

Please accept the renewed assurances of my highest consideration.

JOSEPH C. WHEELER

Joseph C. Wheeler
Minister-Counselor, Director

Mr. S.S. IQBAL HOSAIN, S.Q.A., PMAS
Secretary
Economic Affairs Division
Ministry of Finance, Economic
Affairs and Development
Government of Pakistan
Islamabad

The Pakistani Secretary, Economic Affairs Division, to the American
Minister-Counselor, Director

GOVERNMENT OF PAKISTAN
PRESIDENT'S SECRETARIAT
ECONOMIC AFFAIRS DIVISION

Telegrams "ECONOMIC"

No. 1 (2) US-VI/72.

ISLAMABAD: May 11, 1972.

DEAR MR. WHEELER,

I have the honour to acknowledge with thanks the receipt of your letter dated May 11, 1972, concerning the Exchange of Notes between our two Governments signed on March 9, 1972, amending the Agricultural Commodities Agreements between our two Governments signed on November 25, 1970 and August 6, 1971.

The text of your letter under reference is reproduced below:

"I have the honor to refer to the Exchange of Notes between our two Governments signed on March 9, 1972 amending the Agricultural Commodities Agreements between our two Governments signed on November 25, 1970 and August 6, 1971, and am pleased to inform the Government of Pakistan that the United States Government has agreed to amend the said Notes as follows:

In the paragraph following Paragraph (B), delete the words "60 days" and instead insert the words "120 days".

All other items in the said Agreements and the said Notes shall remain unchanged.

TIAS 7339

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments to enter into force under the date of your note in reply.

Please accept the renewed assurances of my highest consideration".

I write to concur in the contents of your letter and to confirm that this exchange of letters between us shall constitute an agreement between our two Governments.

Sincerely yours,

S. S. IQBAL HOSAIN

(S.S. Iqbal Hosain)

Mr. JOSEPH C. WHEELER,
Minister-Counselor Director,
U.S. Embassy,
Islamabad.

DOMINICAN REPUBLIC

Agricultural Commodities

Agreement amending the agreement of February 14, 1972, as amended.

Effected by exchange of notes

Signed at Santo Domingo May 4 and 17, 1972;

Entered into force May 17, 1972.

The American Ambassador to the Dominican Secretary of State for Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 46

SANTO DOMINGO, May 4, 1972

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two governments of February 14, 1972, as amended April 14, 1972,¹ and to propose further amendment to this Agreement as follows:

In Part II, Item I, Commodity Table, insert under the appropriate column:

	<u>Supply Period</u> (United States Fiscal Year)	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u> (Dols. Thousands)
Feedgrains	1972	21,000 M.T.	1, 129

Increase total maximum export market value from US dollars 12,863,000 to US dollars 13,188,000.

All other terms and conditions of the February 14, 1972 Agreement as amended April 14, 1972 remain unchanged.

If the foregoing is acceptable to your government, I propose that this note and your reply thereto constitute an agreement between our two governments to be effective the date of your note in reply.

¹ TIAS 7285, 7320; *ante*, pp. 149, 603.

Accept, Excellency, the renewed assurances of my highest consideration.

FRANCIS E. MELOY, Jr.

His Excellency

Doctor VÍCTOR GÓMEZ BERGÉS

Secretary of State for Foreign Relations

Santo Domingo

The Dominican Secretary of State for Foreign Relations to the American Ambassador

REPUBLICA DOMINICANA
SECRETARÍA DE ESTADO
DE RELACIONES EXTERIORES

DEJ-12331

SANTO DOMINGO, R.D. 17 Mayo 1972

EXCELENCIA:

Tengo el honor de avisar recibo de la Nota No. 46 del 4 de mayo de 1972, por medio de la cual Vuestra Excelencia, propone a nombre del Gobierno de los Estados Unidos de América que el Acuerdo sobre Productos Agrícolas firmado entre los dos Gobiernos el 14 de febrero de 1972, modificado el 14 de abril de 1972, sea nuevamente enmendado de la siguiente manera:

En la Parte II, punto I, del cuadro de productos, insertar bajo las columnas correspondientes:

	<u>Período Entrega</u> (Año Fiscal de los EE. UU.)	<u>Cantidad Máxima Aproximada</u>	<u>Valor Máximo en el Mercado de Exportación</u>
Granos para la Alimentación de animales	1972	21,000 T.M.	1, 129

Aumentar el valor máximo en el mercado de exportación de 12,863 millones de dólares a 13,188 millones de dólares.

Todos los demás renglones y condiciones del Acuerdo del 14 de febrero, 1972 permanecerán en vigor.

Me complace informar a Vuestra Excelencia que el Gobierno Dominicano está de acuerdo con dichas enmiendas y que al efecto acepta que la Nota No. 46 y esta respuesta constituyan un Acuerdo complementario entre nuestros dos Gobiernos, el cual entrará en vigor a partir de esta fecha.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

V. GOMEZ B.

A Su Excelencia

Señor FRANCIS EDWARD MELOY, Jr.,
Embajador de los Estados Unidos de América,
Ciudad.

Translation

DOMINICAN REPUBLIC
MINISTRY OF FOREIGN RELATIONS

DEJ-12331

SANTO DOMINGO, D.R., *May 17, 1972*

Mr. AMBASSADOR

I have the honor to acknowledge receipt of note No. 46 of May 4, 1972 in which you propose, in the name of the Government of the United States of America, that the Agricultural Commodities Agreement signed by our two Governments on February 14, 1972, as amended April 14, 1972, be further amended as follows:

In Part II, Item I, Commodity Table, insert under the appropriate column:

	<u>Supply Period</u> (United States Fiscal year)	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u>
Feedgrains:	1972	21,000 M.T.	1,129

Increase total maximum export value from \$12,863,000 to \$13,188,000.

All other items and conditions of the February 14, 1972 agreement shall remain in force.

I am pleased to inform you that the Dominican Government accepts these amendments and consequently agrees that note No. 46 and this reply should constitute a supplemental agreement between our two Governments, which shall enter into force on today's date.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my highest consideration.

V. GOMEZ B.

His Excellency

Mr. FRANCIS EDWARD MELOY, Jr.,
Ambassador of the United States of America,
Santo Domingo.

TIAS 7340

REPUBLIC OF KOREA

Agricultural Commodities

Agreement amending the agreement of February 14, 1972.

Effectuated by exchange of notes

Signed at Seoul May 19, 1972;

Entered into force May 19, 1972.

*The American Ambassador to the Korean Deputy Prime Minister
and Minister, Economic Planning Board*

No. 213

MAY 19, 1972

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on February 14, 1972, [¹] and propose that Part II be amended as follows to increase the Wheat/Wheat Flour and Corn/Grain Sorghum components of the Agreement.

ITEM I. COMMODITY TABLE:

Under the column entitled, "Approximate Maximum Quantity," for Wheat/Wheat Flour (Wheat basis), delete 750,000 metric tons and insert 1,092,000 metric tons. In the same column, for Corn/Grain Sorghum (Corn basis), delete 160,000 metric tons and insert 240,000 metric tons.

Under the column entitled, "Maximum Export Market Value (Millions)," for Wheat/Wheat Flour (Wheat basis), delete \$44.1 and insert \$64.7; for Corn/Grain Sorghum (Corn basis), delete \$8.9 and insert \$13.3; for total, delete \$150.0 and insert \$175.0.

ITEM II. PAYMENT TERMS:

Paragraph 1, Initial Payment is amended to read:

"1. Initial Payment—5 percent of such amounts disbursed by the Government of the exporting country under this Agreement, but not to exceed 5 percent of \$122.0 million."

¹ TIAS 7273; *ante*, p. 70.

Paragraph 2, Currency Use Payment is amended to read:

"2. Currency Use Payment

(A) 20 percent of the dollar amount of the financing by the Government of the exporting country under this Agreement, but not to exceed 20 percent of \$147.0 million, is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this Agreement.

(B) In addition, 25 percent of the dollar amount of the financing by the Government of the exporting country under this Agreement, but not to exceed 25 percent of \$25.0 million, is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this Agreement.

(C) With regard to (A) and (B) above, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation under this Agreement."

All other terms and conditions of the February 14, 1972 Agreement remain the same.

If the foregoing is acceptable to your Excellency's Government, I have the honor to propose that this note and your reply concurring therein constitute an agreement between our two Governments effective on the date of your note in reply.

Accept, Excellency, the renewed assurance of my highest consideration.

PHILIP C. HABIB

His Excellency

TAE, WAN SUN

Deputy Prime Minister and

Minister, Economic Planning Board

Seoul

The Korean Deputy Prime Minister and Minister, Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

SEOUL, May 19, 1972

EXCELLENCY:

I have the honor to refer to your Excellency's proposal of today's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on February 14, 1972, and propose that Part II be amended as follows to increase the Wheat/Wheat Flour and Corn/Grain Sorghum components of the Agreement.

ITEM I. COMMODITY TABLE:

Under the column entitled, "Approximate Maximum Quantity," for Wheat/Wheat Flour (Wheat basis), delete 750,000 metric tons and insert 1,092,000 metric tons. In the same column, for Corn/Grain Sorghum (Corn basis), delete 160,000 metric tons and insert 240,000 metric tons.

Under the column entitled, "Maximum Export Market Value (Millions)," for Wheat/Wheat Flour (Wheat basis), delete \$44.1 and insert \$64.7; for Corn/Grain Sorghum (Corn basis), delete \$8.9 and insert \$13.3; for total, delete \$150.0 and insert \$175.0.

ITEM II. PAYMENT TERMS:

Paragraph 1, Initial Payment is amended to read:

"1. Initial Payment—5 percent of such amounts disbursed by the Government of the exporting country under this Agreement, but not to exceed 5 percent of \$122.0 million."

Paragraph 2, Currency Use Payment is amended to read:

"2. Currency Use Payment

(A) 20 percent of the dollar amount of the financing by the Government of the exporting country under this Agreement, but not to exceed 20 percent of \$147.0 million, is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this Agreement.

(B) In addition, 25 percent of the dollar amount of the financing by the Government of the exporting country under this Agreement, but not to exceed 25 percent of \$25.0 million, is

payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this Agreement.

(C) With regard to (A) and (B) above, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation under this Agreement."

All other terms and conditions of the February 14, 1972 Agreement remain the same.

If the foregoing is acceptable to your Excellency's Government, I have the honor to propose that this note and your reply concurring therein constitute an agreement between our two Governments effective on the date of your note in reply.

Accept, Excellency, the renewed assurance of my highest consideration."

I have the honor to inform you that my Government concurs in the foregoing proposal.

Accept, Excellency, the renewed assurance of my highest consideration.

TAE WAN-SON

Tae, Wan-Son
*Deputy Prime Minister and
Minister, Economic Planning
Board*

His Excellency
PHILIP C. HABIB
*Ambassador of the United States
Seoul*

TIAS 7341

VIET-NAM

Agricultural Commodities

Agreements amending the agreement of April 19, 1972, as amended.

Effected by exchange of notes

Signed at Saigon May 18, 1972;

Entered into force May 18, 1972.

And exchange of notes

Signed at Saigon May 24, 1972;

Entered into force May 24, 1972.

*The American Ambassador to the Vietnamese Minister of
Foreign Affairs*

No. 131

MAY 18, 1972

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments April 19, 1972, as amended, [1] and to propose a further amendment as follows: In Part II, item I, commodity table, increase maximum export market value for 63,000 metric tons rice to \$10.8 million, and increase the Agreement total to \$37.6 million.

All other terms and conditions of the April 19, 1972 Agreement as amended, remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an Agreement between our two Governments effective the date of your note in reply.

¹ TIAS 7322; *ante*, p. 614.

Accept, Excellency, the renewed assurances of my highest consideration.

Sincerely yours,

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

His Excellency
TRAN VAN LAM
Minister of Foreign Affairs
Republic of Vietnam
Saigon, Vietnam

*The Vietnamese Minister of Foreign Affairs to the
American Ambassador*

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No 2007/EF/HT

SAIGON, *May 18, 1972*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No 131 dated May 18, 1972 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments April 19, 1972, as amended, and to propose a further amendment as follows: In Part II, item I, commodity table, increase maximum export market value for 63,000 metric tons rice to \$10,8 million, and increase the Agreement total to \$37,6 million.

All other terms and conditions of the April 19, 1972 Agreement as amended, remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an Agreement between our two Governments effective the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration."

I have the honor to confirm to Your Excellency my concurrence in the contents of Your Note.

TIAS 7342

Accept, Excellency, the renewed assurances of my highest consideration.

[SEAL]

TRAN VAN LAM

Tran-Van-Lam
Minister of Foreign Affairs

His Excellency

Mr. ELLSWORTH BUNKER
*Ambassador of the United States
of America
Saigon*

*The American Ambassador to the Vietnamese Minister of
Foreign Affairs*

No. 136

MAY 24, 1972

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments April 19, 1972, as amended, and to propose further amendment as follows: In Part II, Item I, commodity table, increase line item for 63,000 M/T rice to 198,000 M/T and \$32.4 million: increase total to \$59.2 million.

All other terms and conditions of the April 19, 1972, Agreement, as amended, remain unchanged.

If the foregoing is acceptable to your Government, I propose this note and your reply thereto constitute an Agreement between our two Governments effective on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Sincerely yours,

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

His Excellency

TRAN VAN LAM
*Minister of Foreign Affairs
Republic of Vietnam
Saigon, Vietnam*

TIAS 7342

*The Vietnamese Minister of Foreign Affairs to
the American Ambassador*

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No 2087/EF/HT

SAIGON, May 24, 1972

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No 136 dated May 24, 1972, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments April 19, 1972, as amended, and to propose further amendment as follows: In Part II, Item I, commodity table, increase line item for 63,000 M/T rice to 198,000 M/T and \$32.4 million: increase total to \$59.2 million.

All other terms and conditions of the April 19, 1972, Agreement, as amended, remain unchanged.

If the foregoing is acceptable to your Government, I propose this note and your reply thereto constitute an Agreement between our two Governments effective on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration."

I have the honor to confirm to Your Excellency my concurrence in the contents of Your Note.

Accept, Excellency, the renewed assurances of my highest consideration.

[SEAL]

TRAN VAN LAM

Tran-Van-Lam
Minister of Foreign Affairs

His Excellency

Mr. ELLSWORTH BUNKER
*Ambassador of the United States
of America
Saigon*

TIAS 7342

UNION OF SOVIET SOCIALIST REPUBLICS

Cultural Relations: Exchanges and Cooperation in Scientific, Technical, Educational, Cultural and Other Fields in 1972-1973

Agreement signed at Moscow April 11, 1972;

Entered into force April 11, 1972;

Effective January 1, 1972.

With annexes

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE
UNION OF SOVIET SOCIALIST REPUBLICS ON EXCHANGES AND
COOPERATION IN SCIENTIFIC, TECHNICAL, EDUCATIONAL, CULTURAL
AND OTHER FIELDS IN 1972 - 1973

The Government of the United States of America and
the Government of the Union of Soviet Socialist Republics;

Believing that exchanges and cooperation will contribute
to the broadening of mutual understanding between the American
and Soviet peoples and to the development of relations between
the two countries;

Have agreed to the following program of exchanges and
cooperation for 1972 and 1973.

SECTION I

General

1. The exchanges and visits provided for herein shall be subject to the Constitution and applicable laws and regulations of the respective countries. Within this framework, both Parties will use their best efforts to promote favorable conditions for the fulfillment of these exchanges and visits in accordance with the objectives of this Agreement.

2. The Parties, for purposes of effective implementation of the Agreement, agree that:

a. The programs and itineraries, lengths of stay, dates of arrival, financial and transportation arrangements and other details of the exchanges and visits provided for in this Agreement, except as otherwise herein stated, shall be agreed upon on a mutually acceptable basis, as a rule not less than thirty days in advance, through diplomatic channels or between appropriate organizations requested by the Parties to carry out these exchanges;

b. Applications for visas for visitors under this Agreement shall be submitted, as a rule, not less than twenty days before the estimated time of departure;

c. Each of the Parties shall have the right to include in delegations interpreters or members of its Embassy, who shall be considered as within the agreed total membership of such delegations;

TIAS 7343

d. Unless otherwise provided for in this Agreement, and except where other specific arrangements have been agreed upon, visitors under this Agreement shall arrange to pay their own expenses, including international travel, internal travel and costs of maintenance in the receiving country. When it is requested, the receiving side will consider possibilities for covering internal transportation and lodging.

3. The exchanges and visits enumerated in this Agreement shall not preclude other visits and exchanges which may be arranged by the two countries or undertaken by their organizations or individual citizens, it being understood that arrangements for additional visits and exchanges, as appropriate, will be facilitated by prior agreement through diplomatic channels or between appropriate organizations.

SECTION II

Specialized Agreements in Science and Technology

1. The Parties will take all appropriate measures to encourage and achieve the fulfillment of the following agreements whose texts shall be deemed to be annexed to this Agreement:

a. The Agreement between the National Academy of Sciences of the United States of America and the Academy of Sciences of the Union of Soviet Socialist Republics for 1972 and 1973; ^[1]

¹ Not printed.

b. The Agreement between the American Council of Learned Societies of the United States of America and the Academy of Sciences of the Union of Soviet Socialist Republics for 1972 and 1973; ^[1]

c. The Memorandum on Cooperation in the Peaceful Uses of Atomic Energy between the Atomic Energy Commission of the United States of America and the State Committee on the Utilization of Atomic Energy of the Union of Soviet Socialist Republics for 1972 and 1973; ^[1]

d. The Summary of Results of Discussions on Space Cooperation between the National Aeronautics and Space Administration of the United States of America and the Academy of Sciences of the Union of Soviet Socialist Republics, of January 21, 1971; ^[1]

e. The Letters of Agreement between the Department of Health, Education and Welfare of the United States of America and the Ministry of Health of the Union of Soviet Socialist Republics, on cooperation in the field of health and medical sciences, signed on February 11, 1972. ^[1]

2. The Parties agree that additional visits or exchanges may be agreed upon through diplomatic channels, between the above-mentioned organizations or between other appropriate organizations whose participation in these additional visits and exchanges is approved by the Parties. These visits or exchanges, whether for the purpose of participating in scientific meetings, exchanging experiences, conducting studies or delivering lectures, shall take place as far as possible on a reciprocal basis.

¹ Not printed.

SECTION III ^[1]Science and Technology

1. The Parties will encourage and facilitate, as appropriate, exchanges and cooperation in the fields of science and technology between appropriate organizations of the two countries, in particular by exchanging delegations, specialists, and scientific and technical information; organizing lectures and bilateral seminars and symposia; and conducting specialized exhibitions and joint scientific research work. These activities shall take place as far as possible on a reciprocal basis.

2. The Parties will also facilitate, as appropriate, the conclusion of mutually beneficial agreements between United States and Soviet governmental organizations for scientific and technological cooperation and, when appropriate, render facilitative assistance to non-governmental organizations.

3. The Parties agree to provide for the exchange of not less than 20 delegations from each side, consisting of four to six persons each, for visits of three to four weeks. (The size of the delegations and the duration of these visits may be changed by mutual consent.) For planning purposes, it is estimated that not less than 70 man-months of specialist exchanges will be required on each side for the two-year period for implementation of these visits. This figure may be increased by mutual consent.

¹ See p. 810.

4. Exchanges under this Agreement shall be carried out for the purpose of familiarization with scientific and technological achievements in both countries and, when it is considered mutually beneficial, to develop cooperation in the following fields, among others: antarctic research; astronomy; coal industry; construction and building materials industry; electric power (station construction, generation, transmission); ferrous and non-ferrous metallurgy; food industry; geology; land reclamation; light industry; machine building; man and his environment; meteorology; oceanography; oil and gas industry; science information; standards and standardization; and transportation.

5. The Parties agree that those uncompleted exchanges from the 1970 - 1971 Agreement listed in the Annex to this Section will be completed in the nearest future.

6. In accordance with the provisions of Paragraph 3 of this Section, the Parties also agree to carry out the following exchanges during the period of this Agreement:

a. Methods and equipment for on-site oil processing: automatic and remote-control systems, application of chemical methods of initial processing and treatment of oil;

b. Irrigation projects and conservation of water resources: planning and design of large irrigation projects, automation of irrigation systems, use of computers for design

and construction and operation of irrigation systems;

c. Construction of coal industry plants: application of highly efficient drilling and loading machines and equipment;

d. Geophysical interpretation: interpretation of magnetic and gravity data and techniques used in mineral resources appraisal and geologic studies;

e. Construction of livestock complexes: introduction of efficient structures and materials, application of new industrial methods;

f. Precipitation management by weather modifications: cloud seeding technology for managing precipitation to augment sources of water supply for multipurpose uses;

g. Organization of technical maintenance, repair, and renovation of agricultural machinery;

h. Construction techniques of large hydroelectric power plants and associated dams: use of precast elements in hydroplant construction, placement of mass concrete in large dams, new techniques in the economics of construction;

i. Design and construction of high-tonnage facilities for the production of ammonia and mineral fertilizers;

j. Special cements and polymer concretes: installations using such cements and polymers in concrete for special applications, new construction materials and their applications;

k. Design, construction, operation, and economic effectiveness of fish by-pass installations;

l. Coal mine safety and methane control: scientific research, control technology for gassy mines, consideration of a joint research project;

m. Organisation and operation of blocks of turbines having outputs of 500-800 megawatts or more;

n. Vehicle and road safety: human factors of highway safety, including driver training, pedestrian safety, and the effects of alcohol;

o. Transporting and handling of freight, fleet operation and hydrostructures in inland water transport;

p. Patent management and licensing: research programs, industrial potential of innovation, managing the patent function, locating licensable subject matter and prospective licensees.

The Parties will agree on the subjects of the remaining exchanges at a later date.

7. The Parties further agree that, in accordance with Paragraph 3 of Section I of the present Agreement, any other specific proposals for topics of exchanges and cooperation in the fields of science and technology, put forward additionally by the two Parties through diplomatic channels, will be considered expeditiously, and the Parties will inform each other of the results of their consideration of these proposals within six weeks. Exchanges agreed upon through this procedure will have the same status as those cited in the text of this Agreement.

SECTION IV

Agriculture

1. The Parties agree to provide for the exchange of ten delegations of agricultural scientists and specialists from each side, on mutually agreed topics, consisting of four to six persons each, for three to four weeks. (The size of the delegations and the duration of these visits may be changed by mutual consent.)

2. The Parties agree that five of the delegations, provided for in Paragraph 1 of this Section, will be in the following fields:

For the United States:

- a. Seed collection: collection of germ plasma for soil-conserving plants;
- b. Farm mechanization: mechanization of crop and livestock production;
- c. Animal diseases: methods for treating and preventing specific animal diseases;
- d. Sunflower breeding;
- e. Large-scale plant protection.

For the Soviet Union:

- a. Organization of beef cattle production including intensified feeding of young cattle;

b. Technology of maintaining dairy cattle and organization of labor on large mechanized farms;

c. Commercial methods of producing veterinary biological preparations;

d. Mechanized cultivation, harvesting and post-harvest handling of vegetables and fruits, organization and technology of their storage and processing;

e. Production of corn with increased lysine content.

The Parties will agree on the subjects of the five remaining delegations from each side at a later date.

3. The Parties agree that in accordance with Paragraph 3 of Section I of this Agreement, other subjects for exchange and cooperation in agriculture, which may be proposed additionally by the Parties through diplomatic channels, will be considered without delay.

SECTION V

Public Health and Medical Sciences

1. The Parties agree to facilitate further cooperation in the fields of public health and medical sciences, as provided for in the Letters of Agreement between the U.S. Department of Health, Education and Welfare and the Ministry of Health of the U.S.S.R., signed on February 11, 1972.

2. Details of cooperation shall be agreed upon by the U.S. - U.S.S.R. Joint Committee on Health Cooperation, established in accordance with the cited Letters of Agreement.

3. For planning purposes, it is estimated that 100 man-months of specialist exchanges will be required on each side for the two-year period for implementation of this cooperation.

4. Financial and administrative conditions of these exchanges shall be agreed upon directly between the U.S. Department of Health, Education and Welfare and the Ministry of Health of the U.S.S.R.

SECTION VI ^[1]

Education

1. The Parties agree to provide for the exchange annually from each side of:

a. Up to 40 graduate students, post-graduates, young researchers and instructors for study and post-graduate work in the natural sciences, technical sciences, humanities and social sciences, for periods of stay from one semester up to one academic year, including five-week courses before the beginning of the academic year to improve the participant's competence in the English or Russian language.

b. Up to 25 language teachers to participate in summer courses of ten weeks to improve their competence in the English or Russian language.

¹ See p. 811.

c. Up to 20 professors and instructors of universities and other institutions of higher learning to conduct scholarly research for periods of stay up to one academic year, the total volume of these exchanges not to exceed 50 man-months for each side.

d. Up to four professors from universities and other institutions of higher learning for periods of stay from one semester up to one academic year to offer instruction and to lecture in the natural sciences, technical sciences, humanities and social sciences in accordance with the desires of the receiving side.

e. Up to four specialists in the fields of language, literature or linguistics for periods of stay from one semester up to one academic year to offer instruction and to lecture in universities and other institutions of higher learning.

2. The Parties agree to encourage invitations from individual universities or other institutions of higher learning to students and scholars of the other side for the purpose of study, consultation, research or lecturing.

3. The Parties agree to provide for conditions necessary to fulfill agreed programs, including use of scholarly and scientific materials, and, where appropriate and possible, work in laboratories, archives and institutions outside the system of higher educational establishments.

4. The Parties agree to exchange one delegation from each side in the field of higher and specialized secondary education, composed of three to five specialists, for a period of two weeks on topics to be agreed upon later.

5. The Parties agree to provide for the exchange of delegations consisting of three to five specialists in education for a period of up to three weeks in the following areas: the U.S. side, in the education of the handicapped; the Soviet side, in an area to be agreed upon later.

6. The Parties agree to facilitate the conducting of bilateral seminars of United States and Soviet specialists in education: twelve participants from each side for a period of two to four weeks on subjects to be agreed upon. One such seminar will be conducted annually in the Soviet Union and in the United States in turn.

7. The Parties agree to encourage the exchange, by appropriate organizations, of educational and teaching materials, including textbooks, syllabi and curricula, materials on methodology, children's literature, slides, samples of teaching instruments and visual aids.

8. The Parties agree that the exchanges specified above will be implemented in accordance with the provisions of the Annex to this Section.

SECTION VII

Performing Arts

1. The Parties agree to encourage and support, on a reciprocal basis, appearances of theatrical, musical, choral and choreographic groups, orchestras and individual performers.

2. The Parties agree to facilitate the tours of six major performing arts groups from each side to be exchanged correspondingly during 1972 and 1973.

3. Commercial contracts acceptable to the Parties will be concluded between appropriate organizations or impresarios of the United States and concert organizations of the Soviet Union well in advance and, whenever possible, at least nine months before the beginning of the tours. The receiving Party will seek to satisfy the wishes of the sending Party concerning the timing and duration of the tours as well as the number of cities to be visited.

4. The Parties agree to facilitate the tours of up to 20 individual performers from each side during 1972 - 1973. Suggestions for tours of individual performers may be made by appropriate organizations or impresarios of the United States and concert organizations of the Soviet Union.

5. In the event of additional mutually acceptable exchanges and tours in performing arts, the provisions of Paragraph 3 or Paragraph 4 will apply.

SECTION VIII

Cinematography

1. The Parties agree that the sale and purchase of motion pictures of their respective film industries, through commercial channels, may take place on the basis of equal opportunity.
2. The Parties agree to encourage the exchange and to provide for the distribution of documentary films in the fields of science, culture, technology, education and other fields, including films for university-level use, in accordance with lists to be agreed upon between the Parties.
3. The Parties, when requested by organizations or individuals of their respective countries, agree to give favorable consideration, as appropriate, to other film proposals, including the holding of film premieres in each country, the exchange of appropriate delegations to these premieres, and the joint production of feature films and short and full-length educational and scientific films.
4. The Parties agree to facilitate the exchange of delegations of creative and other technical specialists.

SECTION IX

Publications, Exhibitions, Radio and Television

The Parties agree:

Publications

1. To render practical assistance for the successful distribution of the magazines Amerika in the Soviet Union and Soviet Life in the United States on the basis of reciprocity and to consult as necessary in order to find ways to increase the distribution of these magazines. The Parties agree to distribute free of charge unsold copies of the magazines among visitors to mutually-arranged exhibitions on the condition that the issues of the magazines will contain materials devoted to the subject of the exhibition.

2. To encourage the exchange of books, magazines, newspapers and other publications devoted to scientific, technical, cultural, and general educational subjects between the libraries, universities and other organizations of each country.

3. To encourage exchanges and visits of journalists, editors and publishers, as well as their participation in appropriate professional meetings and conferences.

Exhibitions

4. To exchange one circulating exhibition from each side during 1973.

The subject of the United States exhibition in the Soviet Union will be:

TIAS 7843

Outdoor Recreation in the U.S.A.

The subject of the Soviet exhibition in the United States
will be:

Soviet Youth

5. To show each exhibition in six cities for a period of up to 28 actual showing days in each city. The Parties will discuss in a preliminary fashion the nature and general content of each exhibition and will acquaint each other about the exhibitions before their official opening, in particular through the mutual exchange of catalogues, prospectuses and other information pertinent to the exhibitions. Other conditions for conducting the exhibitions (dates, premises, number of personnel, financial terms, etc.) shall be subject to agreement by the Parties. Arrangements for conducting the exhibitions will be concluded by November 20, 1972.

6. To render assistance for the exchange of exhibitions between the museums of the two countries.

7. To arrange through diplomatic channels other exhibitions and participation in national exhibitions which may take place in either country.

Radio and Television

8. To promote exchanges of materials in the field of radio and television including literature and taped and filmed programs.

9. To promote exchanges of delegations and individuals engaged in radio and television matters.

SECTION X

Government, Social, Civic, Cultural and Professional Exchanges

1. The Parties agree to render assistance to members of the Congress of the United States of America and deputies of the Supreme Soviet of the Union of Soviet Socialist Republics, as well as to officials of the national governments of both countries, visiting the Soviet Union and the United States respectively, concerning which the Parties will agree in advance through diplomatic channels.

2. The Parties agree to encourage exchanges of representatives of municipal, local and state governments of the United States and the Soviet Union to study various functions of government at these levels.

3. The Parties agree to encourage joint undertakings and exchanges between appropriate organizations active in civic and social life, including youth and women's organizations, recognizing that the decision to implement such joint undertakings and exchanges remains a concern of the organizations themselves.

4. The Parties agree to provide for reciprocal exchanges and visits of writers, composers, musicologists, playwrights, theater directors, artists, architects, art historians, museum specialists, specialists in various fields of law and those in other cultural and professional fields, to familiarize themselves with their respective fields and to participate in meetings and symposia. The Parties agree to inform each other of proposed

visitors and to arrange programs for them well in advance of their arrival.

5. The Parties note that commemorative activities may take place in their countries in connection with jubilee celebrations recognized by major international bodies.

SECTION XI

Sports

1. The Parties agree to encourage reciprocal exchanges of athletes and athletic teams as well as visits of specialists in the fields of physical education and sports.

2. These exchanges and visits will be agreed upon between the appropriate United States and Soviet sports organizations.

SECTION XII

Tourism

The Parties agree to encourage arrangements for tourist travel between the two countries and measures to satisfy the requests of tourists, as individuals or in groups, to acquaint themselves with the life, work and culture of the people of each country.

SECTION XIII

Procedure for a Meeting of the Parties

The Parties agree to hold, within one year after the signing of this Agreement, a meeting of their representatives

to discuss the implementation of exchanges and the development of the program for 1973.

SECTION XIV

Entry into Force

This Agreement shall enter into force on signature with effect from January 1, 1972.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement, and thereto have affixed their seals.

DONE at Moscow in duplicate, in the English and Russian languages, both equally authentic, this eleventh day of April, one thousand nine hundred seventy-two.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

Jacob D. Beam ^[1]

FOR THE GOVERNMENT OF THE
UNION OF SOVIET SOCIALIST
REPUBLICS:

A. Smirnov ^[2]

[SEAL]

¹ Jacob D. Beam
² A. Smirnov

ANNEX TO SECTION III: SCIENCE AND TECHNOLOGY

List of Exchanges of Delegations Carried Over from the 1970 - 1971Agreement into the Present Agreement

(Paragraph 5)

1. Antarctic Research
2. High-Voltage Power Transmission
3. Management Systems
4. Chemical Abstracting
5. Transport

ANNEX TO SECTION VI: EDUCATION

1. General

(Applies to Paragraphs 1-a, 1-b, 1-c, and 2)

By agreement between the International Research and Exchanges Board (IREX) and the Ministry of Higher and Specialized Secondary Education of the USSR (Ministry), the receiving side will provide for participants in the exchange; tuition and fees for training in universities and other institutions of higher learning, research conditions necessary for conducting their scholarly program, payment for suitable living quarters, and a monthly stipend. In case of illness of, or accident resulting in injury to a participant the receiving side will bear medical costs, including hospital expenses, as agreed between the two sides. The sending side will bear all costs for travel of its participants.

The receiving side will lend assistance in providing suitable accommodations for spouses and minor children of the participants. The sending side will bear all costs for spouses and minor children accompanying the participants in the exchange in the receiving country. In cases of illness of, or accident resulting in injury to a spouse or minor child the receiving side will bear medical costs, including hospital expenses, as agreed between the two sides.

TIAS 7843

2. Exchanges of Graduate Students, Postgraduates,
Young Researchers and Instructors

(Applies to Paragraph 1-a)

IREX and the Ministry will exchange lists of nominees and the necessary information about each nominee and his program not later than March 1 for the next academic year. Representatives of IREX and the Ministry will meet in the Soviet Union no later than May 10, 1972 and in the United States no later than May 10, 1973 for a mutual exchange of information concerning placement of the participants for the forthcoming academic year and to discuss details connected with the exchange.

Participants who are to start their work at the beginning of the academic year will arrive during the period August 1-10, as agreed upon by IREX and the Ministry, at the universities in each country which will provide courses in language preparation. Those accepted for the second semester will arrive during the period February 1-10. If a participant cannot arrive in the receiving country on the agreed date, the sending side will inform the receiving side of this fact as far in advance as possible and a new date for his arrival will be settled by agreement. Applications for extensions of agreed periods of stay may be submitted during the participant's period of study and will be considered by the receiving side.

The receiving side will provide the participants in the exchanges, upon their arrival in the country, with the following stipends:

in the USA - 200 dollars a month;

in the USSR - 165 rubles a month.

3. Exchange of Language Teachers

(Applies to Paragraph 1-b)

IREX and the Ministry will agree on the dates for the courses and will exchange lists of participants, drafts of the programs for the courses, and commentaries on them by May 10 of each year. Participants in these exchanges may be accompanied by one or two leaders. The receiving side will provide to the participants the following stipends:

in the USA - 180 dollars a month;

in the USSR - 150 rubles a month.

The stay of the participants in the exchanges in the receiving country will include excursions to two of its cities, with a total duration of up to one week, to be considered within the agreed duration of the exchange. The receiving side will bear all costs for these excursions.

4. Exchanges of Professors and Instructors

(Applies to Paragraph 1-c)

IREX and the Ministry will exchange lists of professors and instructors, the necessary information concerning each of them,

and his program of research:

for those proposed by the sending side for the first semester, by March 15 of each year;

for those proposed for the second semester, by October 15.

The receiving side will inform the sending side concerning acceptance of the scholars by universities and other institutions of higher learning within two months after the above-mentioned documents are received.

The receiving side will provide to the participants of these exchanges the following stipends:

in the USA - 280 dollars a month;

in the USSR - 240 rubles a month.

5. Exchange of Lecturers

(Applies to Paragraphs 1-d, and 1-e)

The Parties will exchange requests for subjects of lectures by December 1 of each year. The receiving side will specify the name of the inviting university or other institution of higher learning, the field of specialization, and the courses to be taught, language requirements and length of stay.

By March 15 following, the Parties will exchange lists of lecturers, and the necessary information about each. The receiving Party shall inform the sending Party of the decision of the institution of higher learning by April 15.

The receiving Party will provide living quarters for the lecturers and will lend assistance in finding accommodations for accompanying spouses and minor children. In case of illness of, or accident resulting in injury to a participant, spouse or minor child, the receiving Party will bear medical costs, including hospital expenses, as agreed between the two Parties. The sending Party will bear all other costs for spouses and minor children accompanying participants. The Parties will provide the following stipends:

in the USA - 280 dollars a month;

in the USSR - 240 rubles a month.

The sending Party will be responsible for all travel expenses.

6. Invitations to Individual Scholars

(Applies to Paragraph 2)

Such visits will be based on the terms of invitation from individual universities or other institutions of higher education of the two sides. IREX and the Ministry agree to transmit the invitations and to support and facilitate implementation of these visits on the basis of reciprocity.

7. Seminars

(Applies to Paragraph 6)

The Parties will coordinate the topics, times, procedures, arrangements and location for the seminars. The sending Party will bear all costs of the travel of its participants. The

receiving Party will bear all costs for maintenance of the visiting delegation.

The receiving Party shall confirm arrangements two months prior to the seminar and the sending Party shall submit the list of its participants thirty days prior to the seminar date.

8. Visits of Representatives

(Applies to Paragraph 8)

Each side may send, at its own expense, its representatives to the receiving country for familiarization with the conditions of study and sojourn of its participants in these exchanges.

СОГЛАШЕНИЕ

между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах и сотрудничестве в области науки, техники, образования, культуры и в других областях на 1972-1973 гг.

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик

Полагая, что обмены и сотрудничество будут способствовать расширению взаимопонимания между американским и советским народами и развитию отношений между обеими странами

Согласились о следующей программе обменов и сотрудничества на 1972 и 1973 гг.

РАЗДЕЛ I

Общая часть

1. Предусмотренные настоящим Соглашением обмены и визиты должны осуществляться в соответствии с Конституцией и соответствующими законами и правилами, действующими в каждой стране. В этих рамках Стороны будут предпринимать все необходимые усилия для создания благоприятных условий осуществления этих обменов и визитов в соответствии с целями настоящего Соглашения.

2. Стороны в целях эффективного выполнения Соглашения договариваются, что

а) Программы, маршруты, сроки пребывания, время прибытия, вопросы финансирования и транспортировки и другие детали обменов и визитов, предусмотренных настоящим Соглашением, если это иным образом не определено положениями этого Соглашения, согласовываются на взаимоприемлемой основе, как правило, не позднее чем за 30 дней, по дипломатическим каналам или между соответствующими организациями, привлекаемыми Сторонами к осуществлению этих обменов;

б) Обращения за визами для лиц, приезжающих в соответствии с настоящим Соглашением, подаются, как правило, не менее чем за 20 дней до предполагаемой даты отъезда;

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в) Каждая Сторона имеет право включать в состав делегаций переводчиков или представителей своего посольства, которые входят в общую обусловленную численность делегаций;

г) Если это иным образом не определено положениями настоящего Соглашения и за исключением тех случаев, когда достигнута иная конкретная договоренность, приезжающие в соответствии с настоящим Соглашением лица оплачивают свои расходы, включая междугородный проезд, внутренний проезд и стоимость пребывания в принимающей стране. В случае обращения, принимающая сторона рассматривает возможность оплаты внутреннего проезда и стоимости гостиницы.

3. Обмены и визиты, перечисленные в настоящем Соглашении, не исключают других визитов и обменов, которые могут быть организованы обеими странами или предприняты их организациями или отдельными гражданами. При этом предполагается, что организации дополнительных визитов и обменов, когда это целесообразно, будут способствовать предварительная договоренность по дипломатическим каналам или между соответствующими организациями.

РАЗДЕЛ П

Специализированные соглашения в области науки и техники

1. Стороны примут все необходимые меры в целях поощрения и достижения выполнения следующих соглашений, тексты которых будут рассматриваться в качестве приложений к настоящему Соглашению:

а) Соглашения между Национальной академией наук Соединенных Штатов Америки и Академией наук Союза Советских Социалистических Республик на 1972-1973 г.г.;

б) Соглашения между Американским советом познавательных обществ Соединенных Штатов Америки и Академией наук Союза Советских Социалистических Республик на 1972-1973 г.г.;

в) Меморандума о сотрудничестве в области использования атомной энергии в мирных целях между Комиссией по атомной энергии Соединенных Штатов Америки и Государственным Комитетом по использованию атомной энергии Союза Советских Социалистических Республик на 1972-1973 г.г.;

г) Итогового документа о результатах обсуждения вопросов сотрудничества в области исследования космического пространства между Национальным Управлением по авиации и исследованию космического пространства Соединенных Штатов Америки и Академией наук Союза Советских Социалистических Республик от 21 января 1971 г.;

д) Обменных писем между Министерством здравоохранения, образования и социального обеспечения Соединенных Штатов Америки и Министерством здравоохранения Союза Советских Социалистических Республик о сотрудничестве в области здравоохранения и медицинской науки, подписанных 11 февраля 1972 года.

2. Стороны соглашаются, что дополнительные визиты или обмены могут быть согласованы по дипломатическим каналам между вышеуказанными организациями или между другими соответствующими организациями, участие которых в этих дополнительных визитах и обменах одобряется сторонами. Такие визиты или обмены с целью участия в научных совещаниях, обмена опытом, проведения научных работ или чтения лекций будут происходить, по возможности, на основе взаимности.

РАЗДЕЛ III

Наука и техника

1. Стороны будут должным образом поощрять и содействовать обмену и сотрудничеству в области науки и техники между соответствующими организациями обеих стран, в частности, путем обмена делегациями и отдельными специалистами, обмена научной и технической информацией, организации лекций и двусторонних семинаров и симпозиумов, проведения специализированных выставок и совместных научно-исследовательских работ. Эта деятельность будет осуществляться по возможности на условиях взаимности.

2. Стороны будут также должным образом способствовать заключению взаимовыгодных соглашений о научно-техническом сотрудничестве между американскими и советскими государственными организациями и оказывать необходимое содействие, когда это требуется, неправительственным организациям.

3. Стороны соглашаются обеспечить обмен не менее, чем 20 делегациями с каждой стороны численностью от 4 до 6 человек каждая на срок от 3 до 4 недель. (Количественный состав делегаций и

продолжительность пребывания могут быть изменены по взаимному согласию). В целях планирования определено, что каждой Стороне потребуется не менее, чем 70 человеко-месяцев на двухлетний период выполнения данных обменов. По взаимному согласию эта цифра может быть увеличена.

4. Обмены по данному Соглашению будут осуществляться в целях ознакомления с достижениями науки и техники в обеих странах и, в случае, когда это взаимно выгодно, развития сотрудничества в следующих областях: антарктические исследования, астрономия, угольная промышленность, строительство и промышленность строительных материалов, энергетика (строительство электростанций, производство и передача электроэнергии), черная и цветная металлургия, пищевая промышленность, геология, мелнорация и водное хозяйство, легкая промышленность, машиностроение, человек и окружающая среда, метеорология, океанография, нефтяная и газовая промышленность, научная информация, стандартизация, транспорт, а также в других областях.

5. Стороны соглашаются, что несостоявшиеся обмены по Соглашению на 1970-71 гг., перечисленные в приложении к данному разделу, будут выполнены в ближайшем будущем.

6. В соответствии с положениями параграфа 3 данного раздела Стороны соглашаются также осуществить в течение периода действия настоящего Соглашения следующие обмены:

а) Методы и оборудование по подготовке нефти на промыслах, системы автоматики и телемеханики, применение химических методов первичной подготовки и обработки нефти;

б) Проектирование ирригационных сооружений и охрана водных ресурсов, планирование и разработка крупных ирригационных проектов, автоматизация ирригационных систем, использование ЭВМ для проектирования, строительства и управления ирригационными системами;

в) Строительство предприятий угольной промышленности, применение высокопроизводительных проходческих и погрузочных машин и оборудования;

г) Геофизика—обработка магнитных и гравитационных данных и технические средства, используемые для оценки минеральных ресурсов и в геологических исследованиях;

д) Строительство животноводческих комплексов, внедрение эффективных конструкций и материалов и применение новых промышленных методов;

е) Управление осадками путем изменения погоды, применение технических средств для зарождения облаков и управления осадками с целью увеличения водоснабжения различного назначения;

ж) Организация технического обслуживания, ремонта и восстановления сельскохозяйственной техники;

з) Проектирование крупных электростанций и плотин, использование промышленных конструкций при строительстве гидроэлектростанций, укладка бетона в большие плотины, новые методы в экономике проектирования;

и) Проектирование и строительство крупнотоннажных установок по производству аммиака и минеральных удобрений;

к) Специальные виды цемента и бетона с полимерными наполнителями, установки, использующие такие цементы и бетоны с полимерными наполнителями для специальных целей, новые конструкционные материалы и их применение;

л) Проектирование, строительство, эксплуатация и экономическая эффективность рыбозаградительных сооружений;

м) Безопасность работы в угольных шахтах, контроль за наличием метана, научные исследования, техника контроля за загазованностью шахт, рассмотрение возможности совместных исследований;

н) Организация и эксплуатация блоков паровых турбин мощностью 500–800 мвт и более;

о) Автомобиль и безопасность движения, влияние человеческих факторов на безопасность движения, включая подготовку водителей, безопасность пешеходов и влияние алкоголя;

п) Организация перевозок и переработки грузов, эксплуатация флота и гидросооружений на речном транспорте;

р) Патентование и лицензирование патентов, научно-исследовательские программы, определение промышленного потенциала изобретения, управление патентной службой, определение области лицензирования и возможных покупателей лицензий.

Стороны согласуют тематику остальных обменов дополнительно.

7. Стороны также согласились, что в соответствии с параграфом 3 раздела I настоящего Соглашения любые другие конкретные предложения по темам обменов и сотрудничества в области науки и техники, дополнительно выдвигаемые Сторонами и передаваемые по дипломатическим каналам, будут своевременно рассматриваться и Стороны будут информировать друг друга о результатах их рассмотрения в течение 6 недель. Обмены, согласованные путем этой процедуры, будут иметь тот же статус, что и обмены, перечисленные в тексте данного Соглашения.

РАЗДЕЛ IV

Сельское хозяйство

1. Стороны соглашаются обеспечить обмен с каждой стороны 10 делегациями ученых и специалистов в области сельского хозяйства в составе 4-6 человек каждая, на срок 3-4 недели по взаимно согласованной тематике. (Количественный состав делегаций и продолжительность пребывания могут быть изменены по взаимному согласию).

2. В соответствии с параграфом I данного раздела Стороны соглашаются осуществить обмен пятью делегациями по следующей тематике:

С американской стороны

а) Сбор семян, сбор зародышевой плазмы растений, предохраняющих почву от эрозии;

б) Механизация сельскохозяйственного производства в полеводстве и животноводстве;

в) Заболевания животных, лечение и профилактика специфических заболеваний;

- г) Селекция подсолнечника;
- д) Мероприятия по защите растений в широком масштабе.

С советской стороны

- а) Организация мясного скотоводства, интенсивного откорма молодняка крупного рогатого скота;
- б) Технология содержания молочного скота и организация труда на крупных механизированных фермах;
- в) Промышленный способ производства ветеринарных биологических препаратов;
- г) Механизированное возделывание, уборка и послеуборочная обработка овощей и плодов, организация и технология их хранения и переработки;
- д) Производство кукурузы с повышенным содержанием лизина.

Стороны дополнительно согласуют тематику остальных пяти делегаций с каждой стороны.

3. Стороны соглашаются, что в соответствии с параграфом 3 раздела I настоящего Соглашения другие предложения по обмену и сотрудничеству в области сельского хозяйства, которые могут быть дополнительно предложены Сторонами по дипломатическим каналам, будут рассматриваться в кратчайший срок.

РАЗДЕЛ У

Здравоохранение и медицинская наука

1. Стороны соглашаются содействовать дальнейшему сотрудничеству в области здравоохранения и медицинской науки, как это предусмотрено обменными письмами между Министерством здравоохранения, образования и социального обеспечения США и Министерством здравоохранения СССР, подписанных 11 февраля 1972 года.

2. Детали сотрудничества будут согласовываться совместной американо-советской комиссией по сотрудничеству в области здравоохранения, учрежденной в соответствии с упомянутыми обменными письмами.

3. В целях планирования предполагается, что для осуществления обмена специалистами в рамках этого сотрудничества потребуются 100 человеко-месяцев с каждой стороны на двухлетний период.

4. Финансовые и административные условия упомянутых обменов согласовываются непосредственно между Министерством здравоохранения, образования и социального обеспечения США и Министерством здравоохранения СССР.

РАЗДЕЛ VI

Образование

I. Стороны соглашаются обеспечить обмен ежегодно с каждой стороны:

а) до 40 студентов, аспирантов, молодых ученых и преподавателей для обучения и научной стажировки в области естественных наук, технических наук, гуманитарных, включая общественные науки, при сроках пребывания от одного семестра до полного учебного года, включая пятинедельные курсы до начала учебного года для совершенствования участниками обмена своих знаний русского или английского языка;

б) до 25 преподавателей языка для занятий на летних 10-недельных курсах с целью совершенствования знаний русского или английского языка;

в) до 20 профессоров и преподавателей университетов и других высших учебных заведений для проведения научной работы, сроком до полного учебного года; общий объем этих обменов не будет превышать 50 человеко-месяцев с каждой стороны;

г) до четырех профессоров университетов и других высших учебных заведений сроком от одного семестра до полного учебного года для преподавания и чтения лекций в области естественных наук, технических наук, гуманитарных и общественных наук в соответствии с пожеланиями принимающей стороны;

д) до четырех специалистов в области языка, литературы или лингвистики при сроках пребывания от одного семестра до полного учебного года для преподавания и чтения лекций в университетах и других высших учебных заведениях.

2. Стороны соглашаются поощрять приглашения от отдельных университетов или других высших учебных заведений студентам и ученым другой стороны для обучения, консультаций, исследовательской работы или чтения лекций.

3. Стороны соглашаются обеспечить условия, необходимые для выполнения согласованных программ, включая пользование учебными и научными материалами и в тех случаях, когда это целесообразно и возможно, работу в лабораториях, архивах и учреждениях, не входящих в систему высших учебных заведений.

4. Стороны обмениваются делегациями, по одной с каждой стороны, в области высшего и среднего специального образования в составе 3-5 специалистов, сроком на 2 недели по тематике, которая будет согласована дополнительно.

5. Стороны соглашаются обеспечить обмен делегациями в составе 3-5 специалистов в области образования сроком до 3-х недель в следующих областях: американская сторона — в области обучения лиц, страдающих физическими недостатками. Советская сторона — по тематике, которая будет согласована позднее.

6. Стороны соглашаются содействовать проведению двусторонних семинаров американских и советских специалистов в области образования в количестве 12 человек с каждой стороны сроком от 2 до 4 недель по согласованной тематике. Такие семинары будут проводиться раз в год поочередно в Советском Союзе и в Соединенных Штатах Америки.

7. Стороны соглашаются поощрять обмен между соответствующими организациями учебными и педагогическими материалами, в том числе учебниками, учебными программами и планами, методическими материалами, детской литературой, диапозитивами, образцами учебных приборов и наглядными пособиями.

8. Стороны соглашаются, что обмены, указанные выше, будут осуществляться в соответствии с положениями Приложения к настоящему разделу.

РАЗДЕЛ УП

Исполнительское искусство

1. Стороны соглашаются поощрять и поддерживать на основе взаимности выступления театральных, музыкальных, хоровых и хореографических коллективов, оркестров и отдельных исполнителей.

2. Стороны соглашаются способствовать поездкам шести крупных исполнительских коллективов с каждой стороны, которыми они соответственно обменяются в 1972 и 1973 гг.

3. Коммерческие контракты, приемлемые для Стороны, будут заключаться между соответствующими организациями или импресарио Соединенных Штатов и концертными организациями Советского Союза достаточно заблаговременно, и в тех случаях, когда это возможно, не позднее, чем за девять месяцев до начала поездок. Принимающая Сторона будет стремиться удовлетворить пожелания направляющей Стороны в отношении сроков и продолжительности гастролей, а также числа городов, в которых они будут проводиться.

4. Стороны соглашаются содействовать гастролям до двадцати отдельных исполнителей с каждой стороны в течение 1972-1973 гг. Предложения о гастролях отдельных исполнителей могут быть внесены соответствующими организациями или импресарио Соединенных Штатов и концертными организациями Советского Союза.

5. В случае дополнительных взаимоприемлемых осмотров и поездок в области исполнительского искусства будут применяться положения пункта 3 или пункта 4.

РАЗДЕЛ УШ

Кинематография

1. Стороны соглашаются, что продажа и покупка кинофильмов кинопромышленности обеих стран будет осуществляться по коммерческим каналам на основе равных возможностей.

2. Стороны соглашаются поощрять обмен и обеспечивать прокат документальных фильмов в области науки, культуры, техники, образования и в других областях, включая фильмы, которые могут использоваться в университетах в соответствии со списками, подлежащими согласованию между Сторонами.

3. Стороны по просьбе организации или отдельных лиц своих стран соглашаются благоприятно рассматривать другие предложения в области кинематографии, включая проведение кинопремьер в каждой стране, обмен соответствующими делегациями для участия в этих премьерах и создание совместных художественных, научно-популярных и учебных короткометражных и полнометражных фильмов.

4. Стороны соглашаются содействовать обмену делегациями творческих работников и технических специалистов.

РАЗДЕЛ IX

Издания, выставки, радиовещание и телевидение

Стороны соглашаются:

Издания

1. Оказывать практическое содействие успешному распространению журналов "Америка" в Советском Союзе и "Советская жизнь" в Соединенных Штатах на основе взаимности и, по мере необходимости, консультироваться в целях нахождения путей увеличения распространения указанных журналов. Стороны соглашаются распространять бесплатно непроданные номера журналов среди посетителей на взаимопроводимых выставках при условии, что номера журналов будут содержать материалы, посвященные темам выставок.

2. Поощрять обмен книгами, журналами, газетами и другими изданиями по научным, техническим, культурным и общеобразовательным вопросам между библиотеками, университетами и другими организациями каждой страны.

3. Поощрять обмены и поездки журналистов, редакторов и издателей, а также их участие в соответствующих профессиональных встречах и конференциях.

Выставки

4. Обменяться в 1973 г. одной передвижной выставкой с каждой стороны.

Темой американской выставки в Советском Союзе будет: "Отдых на природе в США".

Темой советской выставки в Соединенных Штатах будет:
"Советская молодежь".

5. Каждая выставка будет проводиться в шести городах, сроком до 28 дней, в течение которых выставка открыта в каждом городе. Стороны будут предварительно обсуждать характер и общее содержание каждой выставки и проводить взаимное ознакомление с указанными выставками до их официального открытия, в частности, путем взаимного обмена каталогами, проспектами и другой информацией, относящейся к выставкам. Согласованию сторон подлежат также и другие условия проведения выставок (сроки, размеры помещений, количество сопровождающих, финансовые условия и т.д.). Договоренность по условиям проведения выставок будет достигнута до 20 ноября 1972 г.

6. Оказывать содействие в осуществлении обменов экспонатами между музеями обеих Сторон.

7. Согласовывать по дипломатическим каналам другие выставки и участие в национальных выставках, которые могут состояться в каждой стране.

Радиовещание и телевидение

8. Содействовать обмену материалами в области радиовещания и телевидения, включая текстовые и записанные на магнитную пленку радиопрограммы, а также заснятые на пленку телепрограммы.

9. Содействовать осуществлению обменов делегациями и отдельными лицами, занимающимися вопросами радиовещания и телевидения.

РАЗДЕЛ X

Государственные, общественные, гражданские, культурные и профессиональные обмены

I. Стороны соглашаются оказывать содействие Членам Конгресса Соединенных Штатов Америки и Депутатам Верховного Совета Союза Советских Социалистических Республик, а также официальным лицам правительств обеих стран, посещающим соответственно Советский Союз и Соединенные Штаты, о чем Стороны судят договариваться заранее по дипломатическим каналам.

2. Стороны соглашаются поощрять обмены представителями городских, местных и региональных органов власти Соединенных Штатов и Советского Союза для ознакомления с различными функциями управления на этих уровнях.

3. Стороны соглашаются поощрять организацию совместных мероприятий и обменов между соответствующими организациями, занимающимися гражданской и общественной деятельностью, включая молодежные и женские организации, призывая, что решение осуществлять такие совместные мероприятия и обмены является делом самих организаций.

4. Стороны соглашаются содействовать взаимным обменам и визитам писателей, композиторов, музыковедов, драматургов, режиссеров театров, художников, архитекторов, искусствоведов, работников музеев, специалистов в различных областях права и других лиц, занятых культурной и профессиональной деятельностью, для ознакомления с интересующими их в этих областях вопросами и для участия во встречах и симпозиумах. Стороны соглашаются информировать друг друга о предлагаемых кандидатах для поездок, а также разрабатывать для них программы достаточно заблаговременно до их прибытия.

5. Стороны отмечают, что в обеих странах могут иметь место памятные мероприятия в связи с празднованием юбилейных дат, признанных основными международными организациями.

РАЗДЕЛ XI.

Спорт

1. Стороны соглашаются поощрять взаимные обмены спортсменами и спортивными командами, а также поездки специалистов в области физического воспитания и спорта.

2. Эти обмены и поездки будут согласовываться между соответствующими спортивными организациями Соединенных Штатов и Советского Союза.

РАЗДЕЛ XII

Туризм

Стороны соглашаются поощрять организацию туристических поездок между двумя странами и меры для удовлетворения запросов туристов, приезжающих индивидуально или группами, по ознакомлению с жизнью, трудом и культурой народа каждой страны.

РАЗДЕЛ XIII

Процедура встречи Сторон

Стороны соглашаются в течение года после подписания настоящего Соглашения провести встречу своих представителей для обсуждения хода осуществления обменов и развития программы на 1973 год.

РАЗДЕЛ XIV

Вступление в силу

Настоящее Соглашение вступает в силу с момента его подписания и считается действительным с 1 января 1972 года.

В УДОСТОВЕРЕНИЕ вышеуказанного нижеподписавшиеся, должным образом уполномоченные, подписали настоящее Соглашение и приложили к нему свои печати.

СОВЕРШЕНО в Москве 11 дня апреля месяца тысяча девятьсот семьдесят второго года в двух экземплярах на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов
Америки

James R. Rahn

За Правительство
Союза Советских Социалистичес-
ких Республик

A. A. Gromyko

[SEAL]

Приложение к газету II

"Наука и техника"

ПЕРЕЧЕНЬ ТЕМ,

переходящих из Соглашения 1970-71 гг. в
Соглашение 1972-73 гг.

1. Антарктические исследования
2. Передача электроэнергии
3. Системы управления
4. Реферирование в области химии
5. Транспорт

TIAS 7343

Приложение к статье VI
"Образование"

I. Общая часть

(Распространяется на параграфы
I-а, I-б, I-в и 2)

По согласованию между Советом по международным исследованиям и обменов (АМРЕКС) и Министерством высшего и среднего специального образования СССР (Министерство) принимающая Страна обеспечит участников обменов платой и взносами за обучение в университетах и других высших учебных заведениях, исследовательскими условиями, необходимыми для реализации их научных программ, платой за приемлемое жилье и ежемесячной стипендией. При заболевании участника обмена или несчастном случае с ним принимающая Страна будет нести расходы по медицинскому обслуживанию, включая расходы по лечению в больнице, по согласованию между двумя Странами. Направляющая Страна будет нести все расходы по проезду своих участников.

Принимающая Страна будет оказывать содействие в предоставлении приемлемого жилья супругам и малолетним детям участников обменов. Направляющая Страна будет нести все расходы, связанные с супругами и малолетними детьми, сопровождающими участников обменов в принимающей стране. При заболевании или несчастном случае с супругами или малолетними детьми, принимающая Страна будет нести расходы по медицинскому обслуживанию, включая расходы по лечению в больнице, по согласованию между двумя Странами.

2. Обмены студентами, аспирантами, молодыми
учеными и преподавателями

(Распространяется на параграф I-а)

АМРЕКС и Министерство обменяются списками участников обмена, необходимой информацией о каждом участнике обмена и их программах обучения не позднее 1 марта для следующего учебного года. Представители АМРЕКС и Министерства встретятся в Советском Союзе не позднее 10 мая 1972 г. и в Соединенных Штатах не позднее 10 мая 1973 г. для взаимной информации о приеме участников на следующий учебный год и для обсуждения деталей, связанных с обменом.

Участники, которым предстоит начать свою работу с первого семестра учебного года, придут в период с I по IO августа, по договоренности между АИРЕКС и Министерством в университеты каждой страны, которые организуют курсы языковой подготовки. Участники обмена, принятые на второй семестр, придут в период с I по IO декабря. Если участник не сможет прибыть в принимающую страну в установленный срок, направляющая Страна как можно раньше известит об этом принимающую Страну и новая дата его прибытия будет установлена по договоренности. Просьбы о продлении согласованных сроков пребывания могут подаваться в течение срока обучения участника и будут рассмотрены принимающей Страной.

Принимающая Страна обеспечит участников обменов ежемесячной стипендией, по приезде в страну, в следующих размерах:

для американских участников — 165 советских рублей

для советских участников — 200 американских долларов

3. Обмены преподавателями языка

(Распространяется на параграф I-б)

АИРЕКС и Министерство согласуют сроки проведения курсов и обменяются списками участников, проектами программ курсов и комментариями к ним к IO мая каждого года. Участников этих обменов могут сопровождать дополнительно один или два руководителя. Принимающая Страна обеспечит участников обмена стипендиями из расчета:

в США — в размере 180 американских долларов в месяц

в СССР — в размере 150 советских рублей в месяц

Пребывание участников обменов в принимающей стране включает экскурсионные посещения двух городов, общей продолжительностью до одной недели в счет обусловленного общего срока обмена.

Принимающая Страна несет все расходы по этим экскурсиям.

4. Обмены профессорами и преподавателями

(Распространяется на параграф I-в)

АИРЕКС и Министерство обменяются списками профессоров и преподавателей, необходимой информацией о каждом из них и программami их научной работы:

для профессоров и преподавателей, предлагаемых направляющей Стороной на первый семестр – к 15 марта каждого года;

для тех, которые предлагаются на второй семестр – 15 октября. Принимающая Сторона сообщит направляющей Стороне решение университетов и других высших учебных заведений относительно приема указанных ученых в течение двух месяцев после получения вышеупомянутых документов.

Принимающая сторона обеспечит эту категорию участников обмена следующими стипендиями:

в США – 280 американских долларов в месяц;

в СССР – 240 советских рублей в месяц.

5. Обмены лекторами

(Распространяется на параграфы
I-г и I-д)

Стороны обмениваются запросами по тематике лекций до 1 декабря каждого года. Принимающая Сторона укажет название университета или другого высшего учебного заведения, приглашающего лектора, область специализации и название курса лекций, подлежащего преподаванию, языковые требования и продолжительность пребывания.

Стороны обмениваются списками лекторов и необходимой информацией о каждом из них к 15 марта следующего года. Принимающая Сторона сообщит направляющей Стороне решение высшего учебного заведения к 15 апреля.

Принимающая Сторона предоставит лекторам жилищные условия и окажет содействие по предоставлению жилья сопровождающим

супругам и малолетним детям. При заболевании или несчастном случае с участниками обменов, их супругами или малолетними детьми принимающая Страна будет нести расходы по медицинскому обслуживанию, включая расходы по лечению в больнице, по согласованию между двумя Странами.

Направляющая Страна будет нести все другие расходы, связанные с супругами и малолетними детьми, сопровождающими участников.

Страны предоставят следующие стипендии:

в СССР — 240 рублей в месяц

в США — 280 долларов в месяц

Направляющая Страна несет все расходы по проезду.

6. Приглашения отдельным ученым

(Распространяется на параграф 2)

Такие посещения будут основываться на условиях приглашений от отдельных университетов или других высших учебных заведений обеих Стран. Министерство и АЙРЕКС соглашаются пересылать приглашения и поддерживать и содействовать осуществлению таких посещений на основе взаимности.

7. Проведение семинаров

(Распространяется на параграф 6)

Страны будут координировать тематику, время, процедуру, организацию проведения и место проведения семинаров. Направляющая Страна будет нести расходы по проезду своих участников. Принимающая Страна будет нести все расходы по содержанию принимаемой делегации.

Принимающая Страна подтвердит готовность приема за два месяца до начала семинара, направляющая Страна представит список своих участников за тридцать дней до даты семинара.

8. Поездки представителей Стран

(Распространяется на параграф 8)

Каждая Страна может направить за свой счет своих представителей в принимающую страну для ознакомления с условиями обучения и пребывания своих участников этих обменов.

UNION OF SOVIET SOCIALIST REPUBLICS
Cooperation in Medical Science and Public Health

*Agreement signed at Moscow May 23, 1972;
Entered into force May 23, 1972.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON COOPERATION IN THE FIELD OF
MEDICAL SCIENCE AND PUBLIC HEALTH

The Government of the United States of America and the
Government of the Union of Soviet Socialist Republics;

Realizing the significance which medical science and public
health have for mankind today;

Recognizing the desirability of joining in a common effort
to promote their further development;

Desiring to promote the broadening of cooperation in this
field, and by so doing to promote a general improvement of health;

Desiring to reaffirm the understanding reached in the Letters
of Agreement between the Department of Health, Education, and
Welfare of the United States of America and the Ministry of
Health of the Union of Soviet Socialist Republics, signed
February 11, 1972; ^[1]

And in accordance with the Agreement between the United
States of America and the Union of Soviet Socialist Republics
on Exchanges and Cooperation in Scientific, Technical,
Educational, Cultural, and Other Fields, signed April 11, 1972; ^[2]

Have agreed as follows:

¹ Not printed.

² TIAS 7343; *ante*, p. 790.

ARTICLE 1

The Parties undertake to develop and extend mutually beneficial cooperation in the field of medical science and public health. By mutual agreement and on the basis of reciprocity, they will determine the various directions of this cooperation, proceeding from the experience acquired by the Parties in the course of previous contacts, visits, and exchanges.

The Parties agree to direct their initial joint efforts toward combating the most widespread and serious diseases, such as cardio-vascular and oncological diseases, because of the major threat they pose to man's health, toward solving the problems associated with the effects of the environment on man's health, as well as toward the resolution of other important health problems.

ARTICLE 2

The cooperation provided for in the preceding article may be implemented specifically in the following ways:

- Coordinated scientific research programs and other activities in health fields of mutual interest;
- Exchanges of specialists and delegations;
- Organization of colloquia, scientific conferences and lectures;
- Exchange of information;
- Familiarization with technical aids and equipment.

ARTICLE 3

The Parties will encourage and facilitate the establishment of direct and regular contacts between United States and Soviet medical institutions and organizations.

The Parties will also encourage and facilitate exchanges of equipment, pharmaceutical products, and technological developments related to medicine and public health.

ARTICLE 4

The Parties will continue to provide assistance to international medical organizations, specifically the World Health Organization, and will afford these organizations the opportunity of drawing on the knowledge gained by the Parties, including knowledge gained in the course of their joint efforts.

ARTICLE 5

The Parties will delegate the practical implementation of this Agreement to the U.S.-U.S.S.R. Joint Committee for Health Cooperation. The Joint Committee shall periodically work out specific programs of cooperation, creating working subgroups whenever necessary, and shall be responsible for supervising implementation of these programs.

ARTICLE 6

Cooperation shall be financed on the basis of reciprocal agreements worked out by the Joint Committee, using the resources of the Department of Health, Education, and Welfare of the United States of America and the Ministry of Health of the Union of Soviet Socialist Republics, as well as the resources

TIAS 7844

of institutions participating in direct inter-institutional cooperation.

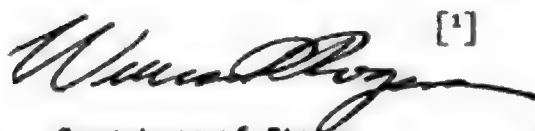
ARTICLE 7

This Agreement shall enter into force upon signature and shall remain in force for five years, after which it will be extended for successive five-year periods unless one Party notifies the other of the termination thereof not less than six months prior to its expiration.

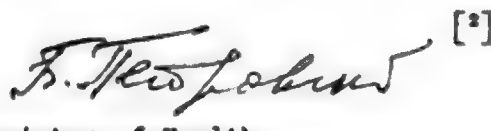
DONE on May 23, 1972 in Moscow in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE UNION
OF SOVIET SOCIALIST REPUBLICS:

 [1]

Secretary of State

 [2]

Minister of Health

¹ William P. Rogers

² Boris V. Petrovsky

С О Г Л А Ш Е Н И Е

между Правительством Соединенных Штатов Америки и
Правительством Союза Советских Социалистических
Республик о сотрудничестве в области медицинской
науки и здравоохранения

Правительство Соединенных Штатов Америки и Правительство
Союза Советских Социалистических Республик,

учитывая значение, которое медицинская наука и здравоохра-
нение представляют для человечества на современном этапе,

сознавая целесообразность объединения общих усилий с
целью их дальнейшего развития,

желая содействовать расширению сотрудничества в этой об-
ласти и тем самым способствовать всеобщему улучшению здоровья,

желая подтвердить согласие, выраженное в письмах, которыми
II февраля 1972 года обменялись Министерство здравоохранения,
образования и социального обеспечения Соединенных Штатов Амери-
ки и Министерство здравоохранения Союза Советских Социалистичес-
ких Республик,

и в соответствии с Соглашением между Соединенными Штатами
Америки и Союзом Советских Социалистических Республик об обме-
нах и сотрудничестве в области науки, техники, образования,
культуры и в других областях, подписанным II апреля 1972 года,
договорились о следующем:

Статья I

Стороны обязуются развивать и расширять взаимовыгодное со-
трудничество в области медицинской науки и здравоохранения. Они
будут определять различные направления этого сотрудничества по
обобщному согласию и на основе взаимности, исходя из опыта,

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приобретенного Сторонами в ходе предыдущих контактов, визитов и обменов.

Стороны соглашаются направить свои начальные совместные усилия на борьбу с наиболее распространенными и тяжелыми болезнями, такими как сердечно-сосудистые и онкологические заболевания, исходя из того, что они представляют особую угрозу для здоровья человека, на решение проблем, связанных с воздействием на человека внешней среды, а также на решение других важных проблем здравоохранения.

Статья 2

Сотрудничество, предусмотренное предыдущей статьей, может, в частности, осуществляться в следующих формах:

- проведение согласованных научных исследований и других мероприятий в областях, представляющих взаимный интерес;
- обмен специалистами и делегациями;
- организация коллоквиумов, научных конференций и лекций;
- обмен информацией;
- ознакомление с техническими средствами и оборудованием.

Статья 3

Стороны будут поощрять и способствовать установлению прямых и регулярных связей между американскими и советскими медицинскими учреждениями и организациями.

Стороны будут также поощрять и способствовать обмену оборудованием, фармацевтическими средствами и технологическими разработками, относящимися к медицине и здравоохранению.

Статья 4

Стороны будут продолжать оказывать помощь международным медицинским организациям, в частности Всемирной организации здравоохранения, и будут предоставлять этим организациям возможность использования опыта Сторон, включая опыт, полученный в ходе совместных усилий.

Статья 5

Стороны поручают Совместной Американо-Советской комиссии по сотрудничеству в области здравоохранения практическое выполнение настоящего Соглашения. Комиссия должна периодически разрабатывать конкретные программы сотрудничества, создавая, в случае необходимости, рабочие подгруппы, и рассматривать выполнение этих программ.

Статья 6

Финансирование сотрудничества должно осуществляться на основе взаимной договоренности, достигнутой Совместной комиссией, как за счет средств Министерства здравоохранения, образования и социального обеспечения Соединенных Штатов Америки и Министерства здравоохранения Союза Советских Социалистических Республик, так и за счет средств учреждений, участвующих в непопеченном межинститутском сотрудничестве.

TIAS 7344

Статья 7

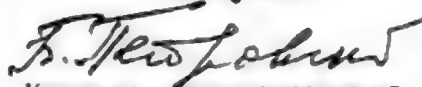
Настоящее Соглашение вступает в силу в день его подписания и будет действовать в течение пяти лет, а затем будет продлеваться на следующие пятилетние периоды, если одна из Сторон не уведомит другую о его прекращении не позднее чем за шесть месяцев до истечения срока действия Соглашения.

Совершено 23 мая 1972 года в городе Москве в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов Америки


Государственный секретарь

За Правительство
Союза Советских Социалистических
Республик


Министр здравоохранения

UNION OF SOVIET SOCIALIST REPUBLICS

Cooperation in Environmental Protection

Agreement signed at Moscow May 23, 1972;

Entered into force May 23, 1972.

AGREEMENT ON COOPERATION
IN THE FIELD OF ENVIRONMENTAL PROTECTION BETWEEN
THE UNITED STATES OF AMERICA AND
THE UNION OF SOVIET SOCIALIST REPUBLICS

The United States of America and the Union of Soviet
Socialist Republics;

Attaching great importance to the problems of environmental
protection;

Proceeding on the assumption that the proper utilization
of contemporary scientific, technical and managerial achievements
can, with appropriate control of their undesirable consequences,
make possible the improvement of the interrelationship between
man and nature;

Considering that the development of mutual cooperation in
the field of environmental protection, taking into account the
experience of countries with different social and economic
systems, will be beneficial to the United States of America
and the Union of Soviet Socialist Republics, as well as to
other countries;

Considering that economic and social development for the benefit of future generations requires the protection and enhancement of the human environment today;

Desiring to facilitate the establishment of closer and long-term cooperation between interested organizations of the two countries in this field;

In accordance with the Agreement between the United States of America and the Union of Soviet Socialist Republics on Exchanges and Cooperation in Scientific, Technical, Educational, Cultural, and Other Fields in 1972-1973, signed April 11, 1972, ^[1] and developing further the principles of mutually beneficial cooperation between the two countries;

Have agreed as follows:

ARTICLE 1

The Parties will develop cooperation in the field of environmental protection on the basis of equality, reciprocity, and mutual benefit.

ARTICLE 2

This cooperation will be aimed at solving the most important aspects of the problems of the environment and will be devoted to working out measures to prevent pollution, to study pollution and its effect on the environment, and to develop the basis for controlling the impact of human activities on nature.

It will be implemented, in particular, in the following areas:

- air pollution;
- water pollution;
- environmental pollution associated with agricultural production;

¹ TIAS 7343; *ante*, p. 790.

- enhancement of the urban environment;
- preservation of nature and the organization of preserves;
- Marine pollution;
- biological and genetic consequences of environmental pollution;
- influence of environmental changes on climate;
- earthquake prediction;
- arctic and subarctic ecological systems;
- legal and administrative measures for protecting environmental quality.

In the course of this cooperation the Parties will devote special attention to joint efforts improving existing technologies and developing new technologies which do not pollute the environment, to the introduction of these new technologies into everyday use, and to the study of their economic aspects.

The Parties declare that, upon mutual agreement, they will share the results of such cooperation with other countries.

ARTICLE 3

The Parties will conduct cooperative activities in the field of environmental protection by the following means:

- exchange of scientists, experts and research scholars;
- organization of bilateral conferences, symposia and meetings of experts;
- exchange of scientific and technical information and documentation, and the results of research on environment;
- joint development and implementation of programs and projects in the field of basic and applied sciences;
- other forms of cooperation which may be agreed upon in the course of the implementation of this Agreement.

ARTICLE 4

Proceeding from the aims of this Agreement the Parties will encourage and facilitate, as appropriate, the establishment and development of direct contacts and cooperation between institutions and organizations, governmental, public and private, of the two countries, and the conclusion, where appropriate, of separate agreements and contracts.

ARTICLE 5

For the implementation of this Agreement a US-USSR Joint Committee on Cooperation in the Field of Environmental Protection shall be established. As a rule this Joint Committee shall meet once a year in Washington and Moscow, alternately. The Joint Committee shall approve concrete measures and programs of cooperation, designate the participating organizations responsible for the realization of these programs and make recommendations, as appropriate, to the two Governments.

Each Party shall designate a coordinator. These coordinators, between sessions of the Joint Committee, shall maintain contact between the United States and Soviet parts, supervise the implementation of the pertinent cooperative programs, specify the individual sections of these programs, and coordinate the activities of organizations participating in environmental cooperation in accordance with this Agreement.

ARTICLE 6

Nothing in this Agreement shall be construed to prejudice other agreements concluded between the two Parties.

TIAS 7845

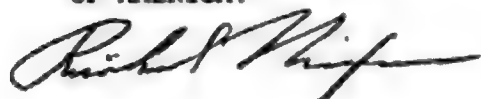
ARTICLE 7

This Agreement shall enter into force upon signature and shall remain in force for five years after which it will be extended for successive five year periods unless one Party notifies the other of the termination thereof not less than six months prior to its expiration.

The termination of this Agreement shall not affect the validity of agreements and contracts between interested institutions and organizations of the two countries concluded on the basis of this Agreement.

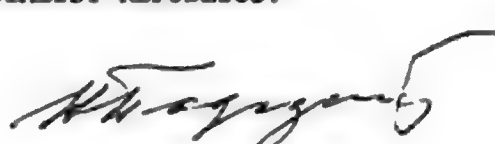
DONE on May 23, 1972 at Moscow in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE UNITED STATES
OF AMERICA:

[1]

President of the
United States
of America

FOR THE UNION OF SOVIET
SOCIALIST REPUBLICS:

[1]

Chairman of the Presidium
of the Supreme Soviet
of the USSR

¹ Richard Nixon
² N. V. Podgorny

С О Г Л А Ш Е Н И Е

между Соединенными Штатами Америки и Союзом Советских Социалистических Республик о сотрудничестве в области охраны окружающей среды

Соединенные Штаты Америки и Союз Советских Социалистических Республик,

придавая важное значение проблеме охраны окружающей среды,

исходя из того, что правильное использование современных достижений науки, техники и управления при надлежащем контроле над нежелательными их последствиями обеспечивает возможности улучшения взаимоотношений между человеком и природой,

полагая, что развитие взаимного сотрудничества по проблеме охраны окружающей среды, учитывая опыт, накопленный странами с различными социально-экономическими системами, будет полезным как для США и СССР, так и для других государств,

имея в виду, что экономическое и социальное развитие с учетом интересов будущих поколений требует охраны и улучшения окружающей человека среды уже в настоящее время,

желая способствовать установлению более тесного и долгосрочного сотрудничества между заинтересованными организациями обеих стран в этой области,

в соответствии с Соглашением между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах и сотрудничестве в области науки, техники, образования, культуры и в других областях на 1972-1973 гг., подписанным

II апреля 1972 г., и в дальнейшем развитие принципов взаимовыгодного сотрудничества между двумя странами,
согласились о нижеследующем:

Статья I

Стороны будут развивать сотрудничество в области охраны окружающей среды на основе равноправия, взаимности и обоюдной выгоды.

Статья 2

Это сотрудничество будет иметь целью решение основных аспектов проблемы окружающей среды и будет посвящено разработке мер по предотвращению загрязнений, изучению загрязнений и их воздействия на окружающую среду и разработке основ регулирования влияния человеческой деятельности на природу.

Оно будет осуществляться, в частности, в следующих областях:

- предотвращение загрязнения воздуха;
- охрана воды от загрязнения;
- предотвращение загрязнений окружающей среды, связанных с сельскохозяйственным производством;
- улучшение окружающей среды в городах;
- охрана природы и организация заповедников;
- охрана морской среды от загрязнения;
- биологические и генетические последствия загрязнения окружающей среды;
- влияние изменений в окружающей среде на климат;
- предсказание землетрясений;

- арктические и субарктические экологические системы;
- правовые и административные меры по сохранению качества окружающей среды.

В ходе этого сотрудничества Стороны будут уделять особое внимание совместной работе по усовершенствованию существующей и созданию новой технологии, не загрязняющей окружающую среду, внедрению этой новой технологии в повседневное пользование, а также изучению экономических аспектов этой новой технологии.

Стороны заявляют, что они будут, по взаимному согласию, передавать результаты такого сотрудничества в распоряжение других стран.

Статья 3

Сотрудничество между двумя Сторонами в области охраны окружающей среды будет осуществляться в следующих формах:

- обмен учеными, специалистами и стажерами;
- организация двусторонних конференций, симпозиумов и совещаний экспертов;
- обмен научно-технической информацией и документацией и результатами исследований по проблеме окружающей среды;
- совместная разработка и осуществление программы и проектов в области фундаментальных и прикладных наук;
- другие формы сотрудничества, которые могут быть согласованы в ходе осуществления настоящего Соглашения.

Статья 4

Стороны, исходя из целей настоящего Соглашения, будут должным образом поощрять и способствовать установлению и развитию прямых связей и сотрудничества между государственными, общественными и частными учреждениями и организациями обеих стран и заключению, когда это требуется, отдельных соглашений и контрактов.

Статья 5

Для выполнения настоящего Соглашения будет создана Смешанная Американско-Советская Комиссия по сотрудничеству в области охраны окружающей среды, которая будет собираться, как правило, один раз в год в Вашингтоне и Москве попеременно. Смешанная Комиссия будет утверждать конкретные мероприятия и программы сотрудничества, определять участвующие организации, ответственные за реализацию этих программ, и в случае необходимости делать рекомендации обоим Правительствам.

Каждая Сторона назначит координатора. Эти координаторы в период между заседаниями Смешанной Комиссии будут поддерживать связь между ее Американской и Советской частями, наблюдать за выполнением соответствующих программ сотрудничества, уточнять отдельные разделы этих программ и координировать деятельность организаций, участвующих в сотрудничестве по проблеме окружающей среды в соответствии с настоящим Соглашением.

Статья 6

Ничто в настоящем Соглашении не будет толковаться в ущерб другим соглашениям, заключенным между двумя Сторонами.

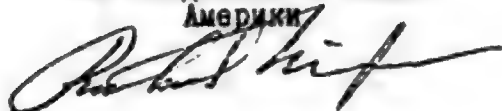
Статья 7

Настоящее Соглашение вступает в силу в день его подписания и будет действовать в течение пяти лет, а затем будет продлеваться на следующие пятилетние периоды, если одна из Сторон не уведомит другую о его прекращении не позднее чем за шесть месяцев до истечения срока действия Соглашения.

Прекращение действия настоящего Соглашения не будет затрагивать действия соглашений и контрактов между заинтересованными учреждениями и организациями обеих стран, заключенных на основании этого Соглашения.

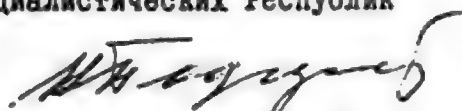
Совершено "23" мая 1972 года в городе Москве в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Соединенные Штаты
Америки



Президент Соединенных
Штатов Америки

За Союз Советских
Социалистических Республик



Председатель Президиума
Верховного Совета СССР

UNION OF SOVIET SOCIALIST REPUBLICS

Scientific and Technical Cooperation

***Agreement signed at Moscow May 24, 1972;
Entered into force May 24, 1972.***

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON COOPERATION IN THE FIELDS OF SCIENCE AND TECHNOLOGY

The Government of the United States of America and the Government of the Union of Soviet Socialist Republics;

Recognizing that benefits can accrue to both countries from the development of cooperation in the fields of science and technology;

Wishing to assist in establishing closer and more regular cooperation between scientific and technical organizations of both countries;

Taking into consideration that such cooperation will serve to strengthen friendly relations between both countries;

In accordance with the Agreement between the United States of America and the Union of Soviet Socialist Republics on Exchanges and Cooperation in Scientific, Technical, Educational, Cultural, and Other Fields, signed April 11, 1972,¹ and in order to develop further the mutually beneficial cooperation between the two countries;

Have agreed as follows:

¹ TIAS 7343; *ante*, p. 790.

ARTICLE 1

Both Parties pledge themselves to assist and develop scientific and technical cooperation between both countries on the basis of mutual benefit, equality and reciprocity.

ARTICLE 2

The main objective of this cooperation is to provide broad opportunities for both Parties to combine the efforts of their scientists and specialists in working on major problems, whose solution will promote the progress of science and technology for the benefit of both countries and of mankind.

ARTICLE 3

The forms of cooperation in science and technology may include the following:

- a. Exchange of scientists and specialists;
- b. Exchange of scientific and technical information and documentation;
- c. Joint development and implementation of programs and projects in the fields of basic and applied sciences;
- d. Joint research, development and testing, and exchange of research results and experience between scientific research institutions and organizations;
- e. Organization of joint courses, conferences and symposia;
- f. Rendering of help, as appropriate, on both sides in establishing contacts and arrangements between United States firms and Soviet enterprises where a mutual interest develops; and

g. Other forms of scientific and technical cooperation as may be mutually agreed.

ARTICLE 4

1. Pursuant to the aims of this Agreement, both Parties will, as appropriate, encourage and facilitate the establishment and development of direct contacts and cooperation between agencies, organizations and firms of both countries and the conclusion, as appropriate, of implementing agreements for particular cooperative activities engaged in under this Agreement.

2. Such agreements between agencies, organizations and enterprises will be concluded in accordance with the laws of both countries. Such agreements may cover the subjects of cooperation, organizations engaged in the implementation of projects and programs, the procedures which should be followed, and any other appropriate details.

ARTICLE 5

Unless otherwise provided in an implementing agreement, each Party or participating agency, organization or enterprise shall bear the costs of its participation and that of its personnel in cooperative activities engaged in under this Agreement, in accordance with existing laws in both countries.

ARTICLE 6

Nothing in this Agreement shall be interpreted to prejudice other agreements in the fields of science and technology concluded between the Parties.

ARTICLE 7

1. For the implementation of this Agreement there shall be established a U.S.-U.S.S.R. Joint Commission on Scientific and Technical Cooperation. Meetings will be convened not less than once a year in Washington and Moscow, alternately.

2. The Commission shall consider proposals for the development of cooperation in specific areas; prepare suggestions and recommendations, as appropriate, for the two Parties; develop and approve measures and programs for implementation of this Agreement; designate, as appropriate, the agencies, organizations or enterprises responsible for carrying out cooperative activities; and seek to assure their proper implementation.

3. The Executive Agent, which will be responsible for assuring the carrying out on its side of the Agreement, shall be, for the United States of America, the Office of Science and Technology in the Executive Office of the President and, for the Union of Soviet Socialist Republics, the State Committee of the U.S.S.R. Council of Ministers for Science and Technology. The Joint Commission will consist of United States and Soviet delegations established on an equal basis of which the chairmen and members are to be designated by the respective Executive Agents with approval by the respective parties. Regulations regarding the operation of the Commission shall be agreed by the chairmen.

4. To carry out its functions the Commission may create temporary or permanent joint subcommittees, councils or working groups.

5. During the period between meetings of the Commission additions or amendments may be made to already approved cooperative activities, as may be mutually agreed.

ARTICLE 8

1. This Agreement shall enter into force upon signature and shall remain in force for five years. It may be modified or extended by mutual agreement of the Parties.

2. The termination of this Agreement shall not affect the validity of agreements made hereunder between agencies, organizations and enterprises of both countries.

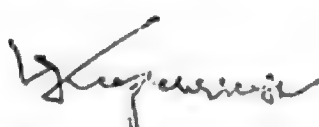
. DONE at Moscow this 24 day of May, 1972, in duplicate, in the English and Russian languages, both equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE UNION
OF SOVIET SOCIALIST REPUBLICS:

[1]


Secretary of State

[2]


Chairman of the State
Committee of the Council
of Ministers of the USSR
on Science and Technology

¹ William P. Rogers

² V. A. Kirillin

С О Г Л А Ш Е Н И Е

между Правительством Соединенных Штатов Америки и
Правительством Союза Советских Социалистических
Республик о сотрудничестве в области науки и
техники

Правительство Соединенных Штатов Америки и Правительство
Союза Советских Социалистических Республик,

признавая, что развитие сотрудничества в области науки и
техники может принести выгоды для обеих стран,

желая содействовать установлению более тесного и регуляр-
ного сотрудничества между научными и техническими организациями
обеих стран,

принимая во внимание, что такое сотрудничество будет слу-
жить укреплению дружественных отношений между обеими странами,

в соответствии с Соглашением между Соединенными Штатами
Америки и Союзом Советских Социалистических Республик об обменах
и сотрудничестве в области науки, техники, образования, культу-
ры и в других областях, подписанным 11 апреля 1972 года, и в це-
лях дальнейшего развития взаимовыгодного сотрудничества между
двумя странами,

согласились о нижеследующем:

Статья I

Обе Стороны обязуются оказывать содействие и развивать на-
учно-техническое сотрудничество между двумя странами на основе
обойдной выгоды, равноправия и взаимности.

Статья 2

Основной целью этого сотрудничества является предоставление обеим Сторонам широких возможностей для объединения усилий своих ученых и специалистов в разработке важнейших проблем, решение которых будет способствовать прогрессу науки и техники на благо обеих стран и всего человечества.

Статья 3

Научно-техническое сотрудничество может осуществляться в следующих формах:

- а) обмен учеными и специалистами;
- б) обмен научно-технической информацией и документацией;
- с) совместная разработка и осуществление программы и проектов в области фундаментальных и прикладных наук;
- д) совместные исследования, разработки и испытания и обмен результатами исследований и опытом между научно-исследовательскими институтами и организациями;
- е) организация совместных курсов, конференций и семинаров;
- ф) оказание соответствующей помощи с обеих сторон в установлении контактов и достижении договоренностей между американскими фирмами и советскими предприятиями в случае проявления взаимного интереса; и
- г) другие формы научно-технического сотрудничества, которые будут взаимно согласованы.

Статья 4

1. Исходя из целей настоящего Соглашения, обе Стороны будут соответствующим образом поощрять и способствовать установлению и развитию прямых контактов и сотрудничества между учреждениями, организациями и фирмами обеих стран и заключению соответствующих рабочих соглашений для выполнения конкретных совместных работ, проводимых в соответствии с настоящим Соглашением.

2. Такие соглашения между учреждениями, организациями и предприятиями будут заключаться в соответствии с законами обеих стран. Такие соглашения могут предусматривать тематику сотрудничества, организации, занятые в осуществлении проектов и программы, порядок, которого следует придерживаться, и любые другие соответствующие детали.

Статья 5

Если в рабочем соглашении не будет содержаться иных положений, то каждая Сторона или участвующее учреждение, организация или предприятие будут нести расходы по своему участию или участию своего персонала в совместных работах, проводимых на основе данного Соглашения, в соответствии с законами, существующими в обеих странах.

Статья 6

Ничто в этом Соглашении не будет толковаться в ущерб другим соглашениям в области науки и техники, заключенным между Сторонами.

Статья 7

1. Для выполнения настоящего Соглашения будет создана Смешанная Американо-Советская Комиссия по научно-техническому сотрудничеству. Заседания будут проводиться не реже чем один раз в год в Вашингтоне и Москве попеременно.

2. Комиссия будет рассматривать предложения по развитию сотрудничества в конкретных областях; подготавливать соответствующие предложения и рекомендации для двух Сторон; разрабатывать и утверждать мероприятия и программы для осуществления настоящего Соглашения; соответствующим образом определять учреждения, организации и предприятия, ответственные за осуществление совместных работ; и добиваться их надлежащего выполнения.

3. Исполнительными организациями, ответственными за выполнение со своей стороны настоящего Соглашения, будут: для Соединенных Штатов Америки — Отдел науки и техники Исполнительной Канцелярии Президента и для Союза Советских Социалистических Республик — Государственный комитет Совета Министров СССР по науке и технике. Смешанная Комиссия будет состоять из американской и советской делегаций, создаваемых на равной основе, председатели и члены которых будут назначаться соответствующими исполнительными организациями с одобрения соответствующих Сторон. Правила работы Комиссии будут согласованы ее председателями.

4. Для осуществления своих функций Комиссия может создавать временные или постоянные смешанные подкомиссии, советы или рабочие группы.

5. В период между заседаниями Комиссии в уже одобренные совместные мероприятия по взаимному согласию Сторон могут вноситься дополнения или изменения.

Статья 8

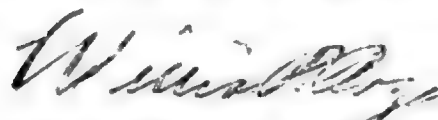
1. Настоящее Соглашение вступает в силу в день его подписания и будет действовать в течение пяти лет. Оно может быть изменено и продлено по взаимному согласию Сторон.

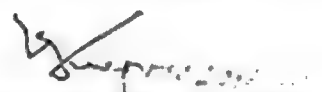
2. Прекращение действия настоящего Соглашения не будет затрагивать действия соглашений, заключенных в соответствии с настоящим Соглашением между учреждениями, организациями и предприятиями обеих стран.

Совершено "24" мая 1972 года в городе Москве в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов Америки

За Правительство
Союза Советских Социалистических
Республик


Государственный секретарь


Председатель Государственного
комитета Совета Министров СССР
по науке и технике

UNION OF SOVIET SOCIALIST REPUBLICS

Space Cooperation

***Agreement signed at Moscow May 24, 1972;
Entered into force May 24, 1972.***

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND THE UNION OF SOVIET
SOCIALIST REPUBLICS CONCERNING COOPERATION IN THE
EXPLORATION AND USE OF OUTER SPACE FOR PEACEFUL PURPOSES

The United States of America and the Union of Soviet
Socialist Republics;

Considering the role which the U.S.A. and the U.S.S.R.
play in the exploration and use of outer space for peaceful
purposes;

Striving for a further expansion of cooperation between
the U.S.A. and the U.S.S.R. in the exploration and use of outer
space for peaceful purposes;

Noting the positive cooperation which the parties have
already experienced in this area;

Desiring to make the results of scientific research gained
from the exploration and use of outer space for peaceful
purposes available for the benefit of the peoples of the two
countries and of all peoples of the world;

Taking into consideration the provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, [¹] as well as the Agreement on the Rescue of Astronauts, the Return of Astronauts, and the Return of Objects Launched into Outer Space; [²]

In accordance with the Agreement between the United States of America and the Union of Soviet Socialist Republics on Exchanges and Cooperation in Scientific, Technical, Educational, Cultural, and Other Fields, signed April 11, 1972, [³] and in order to develop further the principles of mutually beneficial cooperation between the two countries;

Have agreed as follows:

ARTICLE 1

The Parties will develop cooperation in the fields of space meteorology; study of the natural environment; exploration of near earth space, the moon and the planets; and space biology and medicine; and, in particular, will cooperate to take all appropriate measures to encourage and achieve the fulfillment of the Summary of Results of Discussion

¹ TIAS 6347; 18 UST 2410.

² TIAS 6599; 19 UST 7570.

³ TIAS 7348; *ante*, p. 790.

on Space Cooperation Between the U.S. National Aeronautics and Space Administration and the Academy of Sciences of the U.S.S.R. dated January 21, 1971. ^[1]

ARTICLE 2

The Parties will carry out such cooperation by means of mutual exchanges of scientific information and delegations, through meetings of scientists and specialists of both countries, and also in such other ways as may be mutually agreed. Joint working groups may be created for the development and implementation of appropriate programs of cooperation.

ARTICLE 3

The Parties have agreed to carry out projects for developing compatible rendezvous and docking systems of United States and Soviet manned spacecraft and stations in order to enhance the safety of manned flight in space and to provide the opportunity for conducting joint scientific experiments in the future. It is planned that the first experimental flight to test these systems be conducted during 1975, envisaging the docking of a United States Apollo-type spacecraft and a Soviet Soyuz-type spacecraft with visits of astronauts in

¹ Not printed.

each other's spacecraft. The implementation of these projects will be carried out on the basis of principles and procedures which will be developed in accordance with the Summary of Results of the Meeting Between Representatives of the U.S. National Aeronautics and Space Administration and the U.S.S.R. Academy of Sciences on the Question of Developing Compatible Systems for Rendezvous and Docking of Manned Spacecraft and Space Stations of the U.S.A. and the U.S.S.R. dated April 6, 1972. [¹]

ARTICLE 4

The Parties will encourage international efforts to resolve problems of international law in the exploration and use of outer space for peaceful purposes with the aim of strengthening the legal order in space and further developing international space law and will cooperate in this field.

ARTICLE 5

The Parties may by mutual agreement determine other areas of cooperation in the exploration and use of outer space for peaceful purposes.

¹ Not printed.

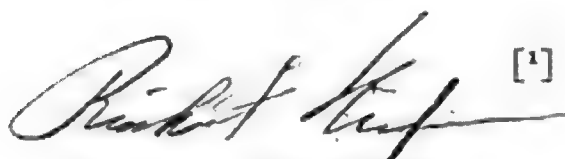
ARTICLE 6

This Agreement shall enter into force upon signature and shall remain in force for five years. It may be modified or extended by mutual agreement of the Parties.

Done at Moscow this 24th day of May 1972 in duplicate, in the English and Russian languages, both equally authentic.

FOR THE UNITED STATES
OF AMERICA

FOR THE UNION OF SOVIET
SOCIALIST REPUBLICS



[1]

President of the United
States of America



[2]

Chairman of the Council
of Ministers of the USSR

¹ Richard Nixon.

² A. N. Kosygin.

С О Г Л А Ш Е Н И Е

между Соединенными Штатами Америки и Союзом Советских Социалистических Республик о сотрудничестве в исследовании и использовании космического пространства в мирных целях

Соединенные Штаты Америки и Союз Советских Социалистических Республик,

учитывая роль, которую США и СССР играют в исследовании и использовании космического пространства в мирных целях,

стремясь к дальнейшему расширению сотрудничества между США и СССР в освоении космического пространства в мирных целях,

отмечая накопленный Сторонами положительный опыт сотрудничества в этой области,

желая поставить на благо народов двух стран и всех народов мира результаты научных исследований, полученные в деле освоения космоса в мирных целях,

принимая во внимание положения Договора о принципах деятельности государств по исследованию и использованию космического пространства, включая Луну и другие небесные тела, а также Соглашения о спасании космонавтов, возвращении космонавтов и возвращении объектов, запущенных в космическое пространство,

в соответствии с Соглашением между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах и сотрудничестве в области науки, техники, образования, культуры и в других областях, подписанным 11 апреля 1972 года, и с целью дальнейшего развития принципов взаимовыгодного сотрудничества между двумя странами,

согласились о нижеследующем:

TIAS 7847

Статья I

Стороны будут развивать сотрудничество в области космической метеорологии, изучения природной среды, исследовании околоземного космического пространства, Луны и планет, космической биологии и медицины и, в частности, будут сотрудничать в целях принятия всех необходимых мер для поощрения и обеспечения выполнения "Итогового документа о результатах обсуждения вопросов сотрудничества в исследовании космического пространства между Национальным управлением США по авионавтике и исследованию космического пространства и Академией наук СССР" от 21 января 1971 года.

Статья 2

Стороны будут осуществлять такое сотрудничество путем взаимного обмена научной информацией и делегациями, организации встреч ученых и специалистов обеих стран, а также в таких других формах, по которым может быть достигнута взаимная договоренность. Для разработки и осуществления соответствующих программ сотрудничества могут создаваться смешанные рабочие группы.

Статья 3

Стороны договорились о проведении работ по созданию совместимых средств сближения и стыковки американских и советских пилотируемых космических кораблей и станций с целью повышения безопасности полетов человека в космос и обеспечения возможности осуществления в дальнейшем совместных научных экспериментов. Первый экспериментальный полет для испытания таких

средств, предусматривающий стыковку американского космического корабля типа "Аполлон" и советского космического корабля типа "Союз" с взаимным переходом космонавтов, намечено провести в течение 1975 года. Осуществление этих работ будет проводиться на основе принципов и процедуры, которые будут разработаны в соответствии с "Итоговым документом встречи представителей Национального управления США по аэронавтике и исследованию космического пространства и Академии наук СССР по вопросу создания совместимых средств сближения и стыковки пилотируемых космических кораблей и станций США и СССР" от 6 апреля 1972 года.

Статья 4

Стороны будут способствовать международным усилиям, направленным на решение международноправовых проблем исследования и использования космического пространства в мирных целях во имя укрепления правопорядка в космосе и дальнейшего развития международного космического права, и будут сотрудничать между собой в этой области.

Статья 5

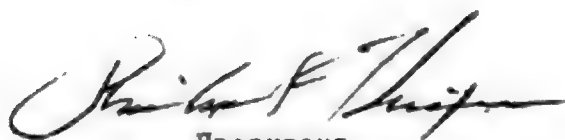
Стороны могут по взаимной договоренности определять другие области сотрудничества в исследовании и использовании космического пространства в мирных целях.

Статья 6

Настоящее Соглашение вступает в силу в день его подписания и будет действовать в течение пяти лет. Оно может быть изменено и продлено по взаимному согласию Сторон.

Совершено 24 мая 1972 года в городе Москве в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Соединенные Штаты
Америки



Президент
Соединенных Штатов Америки

За Союз Советских
Социалистических Республик



Председатель
Совета Министров СССР

PERU

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Dated at Lima May 3, 1972;
Entered into force May 3, 1972;
Effective February 7, 1972.*

The American Embassy to the Peruvian Ministry of Foreign Relations

No. 264

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations of the Government of Peru and has the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971,^[1] which includes a provision requiring payment to the United States Government in soles of ten percent of the value of grant military assistance provided by the United States to the Government of Peru.

In accordance with that provision, it is proposed that the Government of Peru will deposit in an account to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in the Country of Peru for soles on the date deposits are made, an amount equal to ten percent of each grant of military assistance to the Government of Peru. The Government of Peru will be notified quarterly of the rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notifications.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in soles, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961. ^[2]

¹ 86 Stat. 26; 22 U.S.C. § 2321 g.

² 75 Stat. 527; 22 U.S.C. § 2451 note.

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Peru shall, together with this Note, constitute an agreement between our Governments on this subject effective from and after February 7, 1972, and applicable to the rendering of defense services funded or agreed to and rendered on or subsequent to that date.

The Embassy avails itself of this opportunity to express to the Ministry the renewed assurances of its highest consideration and esteem.

T. G. B.

EMBASSY OF THE UNITED STATES OF AMERICA,
LIMA, May 3, 1972.

The Peruvian Ministry of Foreign Relations to the American Embassy

Número (D4) 6-3/33

El Ministerio de Relaciones Exteriores saluda muy atentamente a la Embajada de los Estados Unidos de América, y tiene el agrado de avisar recibo de su atenta nota N° 264 fechada el día de hoy en la cual se refiere a una disposición de la Ley de Ayuda Exterior de los Estados Unidos de 1971, que requiere el pago en soles al Gobierno de los Estados Unidos del diez por ciento del valor de la asistencia por concepto de ayuda militar suministrada al Gobierno del Perú.

De conformidad con esa disposición, se propone que el Gobierno del Perú deposite en una cuenta, que el Gobierno de los Estados Unidos deberá especificar y a un tipo de cambio no menos favorable para el Gobierno de los Estados Unidos que el mejor tipo establecido por Ley para la venta de dólares por firmas autorizadas en el Perú en las fechas en que se efectúen los depósitos, una suma en soles igual al diez por ciento de la asistencia y ayuda militar prestada al Gobierno del Perú, y que, el Gobierno del Perú será notificado cada trimestre de la prestación de servicios para la defensa y de su valor. Los depósitos en la cuenta del Gobierno de los Estados Unidos de América vencerán y se abonarán a solicitud del Gobierno americano, dentro del año siguiente a las referidas notificaciones.

Además, propone la Embajada de los Estados Unidos que las sumas a depositarse podrán ser utilizadas para cubrir todos los gastos oficiales del Gobierno de los Estados Unidos pagaderos en soles, incluyendo—pero no limitándolos—a todos los costos relacionados con la financiación del intercambio de actividades culturales y educativas de conformidad a los programas autorizados por la Ley de Intercambio Mutuo Cultural y Educativo de los Estados Unidos de 1961.

TIAS 7848

Considera el Gobierno del Perú que el depósito en una cuenta de parte del valor de la prestación de servicios configura una nueva forma de cooperación entre los dos países, en razón de que la "donación" que hacía los Estados Unidos al Perú con anterioridad a la vigencia de las nuevas disposiciones de la Ley de Ayuda Exterior de 1971, se transforma ahora en asistencia y prestación de servicios por los cuales el Gobierno peruano deberá pagar al Gobierno de los Estados Unidos el 10% de su valor.

El Ministerio de Relaciones Exteriores del Perú tiene el agrado de manifestar a la Embajada de los Estados Unidos de América que el Gobierno del Perú da su aprobación a la propuesta contenida en la comunicación que contesta y, en consecuencia, considera que esa Nota y la presente constituyen un acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno del Perú, el que entrará en vigencia a partir del 7 de febrero de 1972, y será de aplicación a las prestaciones de servicios para la defensa ya comprometidas o convenidas y a las efectuadas en esa fecha o con posterioridad a ella.

El Ministerio de Relaciones Exteriores del Perú aprovecha la oportunidad para reiterar a la Embajada de los Estados Unidos de América las seguridades de su más alta y distinguida consideración.

LIMA, 3 de mayo de 1972



A LA HONORABLE EMBAJADA
DE LOS ESTADOS UNIDOS DE AMÉRICA
CIUDAD.—

Translation

No. (Da) 6-3/33

The Ministry of Foreign Relations presents its compliments to the Embassy of the United States of America, and has the pleasure to acknowledge receipt of Embassy note No. 264 of this date, concerning a provision of the United States Foreign Assistance Act of 1971 requiring payment to the United States Government, in soles, of ten percent of the value of grant military assistance provided to the Government of Peru.

In accordance with that provision, it is proposed that the Government of Peru will deposit in an account to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States than the best legal rate at which dollars are

TIAS 7348

sold by authorized dealers in Peru on the date deposits are made, an amount in soles equal to ten percent of the assistance and military aid granted to the Government of Peru, and that the Government of Peru will be notified quarterly of the rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, within a year following the aforesaid notifications.

The Embassy of the United States further proposes that the amounts to be deposited may be used to pay all official costs of the United States Government payable in soles, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961.

The Government of Peru is of the opinion that the deposit in an account of part of the value of the rendering of services signifies a new form of cooperation between the two countries, inasmuch as the "donation" which the United States was making to Peru prior to the entrance into force of the new provisions of the Foreign Assistance Act of 1971 is now transformed into assistance and the rendering of services for which the Peruvian Government is to pay to the United States ten percent of its value.

The Ministry of Foreign Relations is pleased to inform the Embassy of the United States of America that the Government of Peru approves the contents of the communication to which this note is the reply, and, consequently, considers that that note and this present note constitute an agreement between the Government of the United States of America and the Government of Peru which will enter into force on and from February 7, 1972, and will be applicable to the rendering of defense services funded or agreed to and rendered on or subsequent to that date.

The Ministry of Foreign Relations of Peru avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest and most distinguished consideration.

LIMA, May 3, 1972

[Initialed]

EMBASSY OF THE UNITED STATES OF AMERICA,
LIMA.

PORTUGAL

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Dated at Lisbon March 16 and May 2, 1972;
Entered into force May 2, 1972;
Effective February 7, 1972.*

*The American Embassy to the Portuguese Ministry
of Foreign Affairs*

No. 57

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to bring to the Ministry's attention a recent amendment to the Foreign Assistance Act of 1961.

On February 7, 1972, the President of the United States signed into law the "Foreign Assistance Act of 1971". [1] That law, which amended the 1961 Act, includes a new provision (Section 514, a copy of which is attached) which calls for payment to the United States, in local currency, of 10% of the value of grant military assistance and excess defense articles provided by the United States to foreign governments. This provision applies to articles and services for which funds are obligated or agreements made after February 7, 1972, and does not apply to articles or services for which funds were obligated prior to that date.

However, a determination has been made that under paragraph 514(C)(1) of the Act the 10% deposit requirement will not apply to arrangements outlined in the Secretary of State's letter to the Foreign Minister of December 9, 1971.²

To meet the requirements of the new law, the amendment specifies that foreign governments must agree to certain procedures. Accordingly, it is proposed that the Government of Portugal deposit in an

¹ 86 Stat. 26; 22 U.S.C. § 2321 g.

² Not printed.

account to be specified by the United States, at a rate of exchange which is not less favorable to the United States than the best legal rate to which dollars are sold by authorized dealers in Portugal for escudos on the dates deposits are made, the following amounts in escudos:

(a) In the case of any excess defense articles given to the Government of Portugal (excluding those cited in the Secretary of State's letter of December 9, 1971), an amount equal to 10% of the fair value of those articles, as determined by the United States; and

(b) In the case of a grant of military assistance to the Government of Portugal, an amount equal to 10% of each such grant. The Government of Portugal will be notified quarterly of the value of deliveries of defense articles and provision of defense services. Deposits to the account of the United States will be due and payable upon request by the United States Government.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in escudos, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961. [1]

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Portugal shall, together with this note, constitute an agreement between our governments on this subject effective from and after February 7, 1972, and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date.

The Embassy of the United States of America wishes to avail itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Attachment:

Section 514

EMBASSY OF THE UNITED STATES OF AMERICA,
LISBON, *March 16, 1972.*

SECTION 514

Special Foreign Country Accounts

(A) Except as otherwise provided in this section, no defense article may be given, and no grant of military assistance may be made, under this Act to a foreign country unless the country agrees

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

² Not printed.

(1) to deposit in a special account established by the United States Government the following amounts of currency of that country:

(a) in the case of any excess defense article to be given to that country, an amount equal to 10 per centum of the fair value of the article, as determined by the Secretary of State, at the time agreement to give the article to the country is made; and

(b) in the case of a grant of military assistance to be made to that country, an amount equal to 10 per centum of each such grant; and

(2) to allow the United States Government to use such amounts from that special account as may be determined, from time to time, by the President to be necessary to pay all official costs of the United States Government payable in the currency of that country, including all costs relating to the financing of international educational and cultural exchange activities in which the country participates under the programs authorized by the Mutual Educational and Cultural Exchange Act of 1961.

(B) The President may waive any amount of currency of a foreign country required to be deposited under subsection (A)(1) of this section if he determines that the United States Government will be able to pay all of its official costs payable in the currency of that country enumerated under subsection (A)(2) of this section without the deposit of such amount and without having to expend United States dollars to purchase currency of that country to pay such costs.

(C) The provisions of this section shall not apply in any case in which an excess defense article is given, or a grant of military assistance is made—

(1) to a foreign country under an agreement with that country which allows the United States Government to operate a military or other similar base in that country in exchange for that article or grant; and

(2) to South Vietnam, Cambodia, or Laos.

(D) In no event shall any foreign country be required, under this section, to make deposits in a special account aggregating more than dollars 20,000,000 in any one year.

TIAS 7849

*The Portuguese Ministry of Foreign Affairs to the
American Embassy*

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS
DIRECÇÃO-GERAL
DOS
NEGÓCIOS POLÍTICOS

Proc. 334,10
PEA 735

O Ministério dos Negócios Estrangeiros apresenta os seus atenciosos cumprimentos à Embaixada dos Estados Unidos da América e tem a honra de acusar a recepção da Nota da Embaixada n.º 57, de 16 de Março findo, em que se solicitava o acordo do Governo Português relativamente às disposições da emenda à lei sobre auxílio ao estrangeiro, de 7 de Fevereiro último, cujo texto acompanhava aquela Nota.

A este propósito o Ministério tem a honra de comunicar que o Governo Português, tendo tomado conhecimento dos termos daquela disposição legal, deu o seu acordo ao proposto na Nota acima referida.

O Ministério dos Negócios Estrangeiros aproveito a oportunidade para apresentar à Embaixada dos Estados Unidos da América os protestos da sua mais alta consideração.

LISBOA, 2 de Maio de 1972.

[SEAL]



Translation

MINISTRY OF FOREIGN AFFAIRS
BUREAU OF POLITICAL AFFAIRS

Proc. 334,10
PEA 735

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of Embassy note No. 57 of March 16, requesting the approval of the Portuguese Government of the provisions of the amendment to the Foreign Assistance Act of February 7, the text of which was attached to that note.

TIAS 7349

In regard to this proposal, the Ministry has the honor to state that the Portuguese Government, having studied the terms of the aforesaid legal provision, has given its approval to the proposal set forth in the above-mentioned note.

The Ministry of Foreign Affairs avails itself of this opportunity to present to the Embassy of the United States of America the assurances of its highest consideration

LISBON, *May 2, 1972.*

[SEAL]

[Initialed]

TIAS 7949

LIBERIA

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Dated at Monrovia April 27 and May 10, 1972;
Entered into force May 10, 1972;
Effective February 7, 1972.*

The American Embassy to the Liberian Department of State

No. 94

The Embassy of the United States of America presents its compliments to the Department of State of the Republic of Liberia and has the honor to refer to the United States Foreign Assistance Act of 1971,¹ which includes a provision requiring recipients of grant military assistance and excess defense articles provided by the United States to pay ten percent of the value thereof to the United States Government.

In accordance with that provision, it is proposed that the Government of the Republic of Liberia will deposit in an account to be specified by the Government of the United States, the following amounts: (a) in the case of any excess defense article given to the Government of the Republic of Liberia, an amount equal to ten percent of the fair value of that article, as determined by the Government of the United States, and (b) in the case of a grant of military assistance to the Government of the Republic of Liberia, an amount equal to ten percent of each such grant. The Government of the Republic of Liberia will be notified quarterly of deliveries of defense articles and rendering of defense services and the value thereof. Deposits to the account of the Government of the United States will be due and payable upon request by the Government of the United States.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the Government of the United States in the Republic of Liberia.

¹ 86 Stat. 26; 22 U.S.C. § 2321 g.

It is finally proposed that the reply of the Department of State of the Republic of Liberia stating that the foregoing is acceptable to the Government of the Republic of Liberia, shall, together with this note, constitute an agreement between the two governments on this subject effective from and after February 7, 1972, and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date.

A reply by the Department of State to this note at the Department's earliest convenience and in any event not later than May 3, 1972 would be appreciated.

The Embassy of the United States of America takes this opportunity to renew to the Department of State of the Republic of Liberia the assurances of its highest consideration.

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,
MONROVIA, April 27, 1972.

The Liberian Ministry of Foreign Affairs to the American Embassy

DEPARTMENT OF STATE
MONROVIA, LIBERIA

9819/2-5

The Ministry of Foreign Affairs of the Republic of Liberia presents its compliments to the Embassy of the United States of America and, further to its Note No. 9661/2-1 of May 6, 1972, [1] has the honour to again refer to the Embassy's Note No. 94 of April 27 having reference to the United States Foreign Assistance Act of 1971 which includes a provision requiring recipients of grant military assistance and excess defense articles provided by the United States to pay ten percent of the value thereof to the United States Government.

The Ministry of Foreign Affairs notes that in accordance with the above mentioned Act the United States Government proposes that the Government of the Republic of Liberia will deposit in an account to be specified by the Government of the United States, the following amounts: (a) in the case of any excess defense articles given to the

¹ Not printed.

Government of the Republic of Liberia, an amount equal to ten percent of the fair value of that article, as determined by the Government of the United States, and (b) in case of a grant of military assistance to the Government of the Republic of Liberia, an amount equal to ten percent of each such grant. The Ministry of Foreign Affairs further notes that the Government of the Republic of Liberia will be notified quarterly of deliveries of the defense articles and rendering of defense services and the value thereof, and that deposits to the account of the Government of the United States will be due and payable upon request by the Government of the United States. The Ministry of Foreign Affairs finally notes that the amounts to be deposited may be used to pay all official costs of the Government of the United States in the Republic of Liberia.

The Government of the Republic of Liberia whilst regretting this action by the Government of the United States which comes at a time of severe financial conditions in the Government of Liberia as explained in the Ministry's Note No. 9661/2-1 of May 6, 1972, nevertheless accepts the proposals of the United States Government. In accepting the proposals the Government of Liberia reserves its right and privilege to specify the type and quality of equipment materials and supplies which it needs for its Army.

The Ministry of Foreign Affairs of the Republic of Liberia seizes this opportunity to renew to the Embassy of the United States of America the assurance of its high consideration and esteem.

MAY 10, 1972



REPUBLIC OF KOREA

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Dated at Seoul May 12, 1972;
Entered into force May 12, 1972;
Effective February 7, 1972.*

The American Embassy to the Korean Ministry of Foreign Affairs

No. 217

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Korea and has the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971, [1] which includes a provision requiring payment to the United States Government in won of ten percent of the value of grant military assistance and excess defense articles provided by the United States to the Government of the Republic of Korea.

In accordance with that provision, it is proposed that the Government of the Republic of Korea will deposit in an account to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in the country of the Republic of Korea for won on the date deposits are made, the following amounts in won (A) in the case of any excess defense article given to the Government of the Republic of Korea, an amount equal to ten percent of the fair value of that article, as determined by the United States Government, and (B) in the case of a grant of military assistance to the Government of the Republic of Korea, an amount equal to ten percent of each such grant. The Government of the Republic of Korea will be notified quarterly of deliveries of defense articles and rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United

¹ 86 Stat. 26; 22 U.S.C. § 2321 g.

States Government, which request shall be made, if at all, within one year following the aforesaid notification of deliveries. No more than dollars 20 million in won will be required to be deposited for deliveries in any one United States fiscal year.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in won, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961. [¹]

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of the Republic of Korea shall, together with this note, constitute an agreement between our Governments on this subject effective from and after February 7, 1972 and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

FTU

EMBASSY OF THE UNITED STATES OF AMERICA,
SEOUL, May 12, 1972.

The Korean Ministry of Foreign Affairs to the American Embassy

MINISTRY OF FOREIGN AFFAIRS
SEOUL

OBJ-456

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of the Embassy's note dated May 12, 1972 which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Korea and has the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971, which includes a provision requiring payment to the United States Government in won of ten percent of the value of grant military assistance and excess defense articles provided by the United States to the Government of the Republic of Korea.

In accordance with that provision, it is proposed that the Government of the Republic of Korea will deposit in an account

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in the country of the Republic of Korea for won on the date deposits are made, the following amounts in won (A) in the case of any excess defense article given to the Government of the Republic of Korea, an amount equal to ten percent of the fair value of that article, as determined by the United States Government, and (B) in the case of a grant of military assistance to the Government of the Republic of Korea, an amount equal to ten percent of each such grant. The Government of the Republic of Korea will be notified quarterly of deliveries of defense articles and rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification of deliveries. No more than dollars 20 million in won will be required to be deposited for deliveries in any one United States fiscal year.

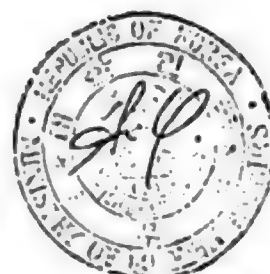
It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in won, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961.

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of the Republic of Korea shall, together with this note, constitute an agreement between our Governments on this subject effective from and after February 7, 1972 and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date."

The Ministry of Foreign Affairs has the honor to inform the Embassy of the United States of America that the Government of the Republic of Korea agrees to the proposal in the Embassy's note and to confirm that the Embassy's note and this reply thereto will constitute an agreement between the two Governments on this subject.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

SEOUL, May 12, 1972



TIAS 7351

BOLIVIA

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Signed at La Paz March 27 and May 2, 1972;
Entered into force May 2, 1972;
Effective February 7, 1972.*

*The American Ambassador to the Bolivian Minister of Foreign Affairs
and Worship*

No. 47

LA PAZ, March 27, 1972

EXCELLENCY:

I have the honor to refer Your Excellency to recent discussions regarding the United States Foreign Assistance Act of 1971, [1] which includes a provision requiring payment to the United States Government in pesos bolivianos of ten percent of the value of grant military assistance and excess defense articles provided by the United States to the Government of Bolivia.

In accordance with that provision, the United States Government proposes that the Government of Bolivia will deposit in an account to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in Bolivia for pesos bolivianos on the date deposits are made, the following amounts in pesos bolivianos:

A. In the case of any excess defense article given to the Government of Bolivia, an amount equal to ten percent of the fair value of that article, as determined by the United States Government, and;

B. In the case of a grant of military assistance to the Government of Bolivia, an amount equal to ten percent of each such grant. The Government of Bolivia will be notified quarterly of deliveries of

¹ 86 Stat. 26; 22 U.S.C. § 2321g.

defense articles and rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification of deliveries. No more than \$20 million in pesos bolivianos will be required to be deposited for deliveries in any one United States fiscal year.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in pesos bolivianos, including but not limited to all costs relating to the financing of international, educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961.¹

It is finally proposed that your Excellency's reply stating that the foregoing is acceptable to the Government of Bolivia shall, together with this note, constitute an agreement between our Governments on this subject effective from and after February 7, 1972, and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date.

Accept, Excellency, the assurances of my highest consideration.

ERNEST V. SIRACUSA

His Excellency

Dr. MARIO GUTIERREZ GUTIERREZ

Minster of Foreign Affairs and Worship

La Paz

*The Bolivian Minister of Foreign Affairs and Worship
to the American Ambassador*

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

No. D.G.P.E./A.N. 353/31

LA PAZ, 2 de mayo de 1972.

SEÑOR EMBAJADOR:

Me es honroso referirme a la atenta nota de Vuestra Excelencia No. 47 de 27 de marzo último, en la que hace referencia a la Ley de 1971 de los Estados Unidos de América sobre ayuda al exterior, la que incluye una disposición requiriendo el pago por parte del Gobierno de

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

Bolivia al Gobierno de los Estados Unidos en Pesos Bolivianos del diez por ciento del valor de la asistencia militar y artículos excedentes de defensa proporcionados por los Estados Unidos al Gobierno de Bolivia.

Igualmente, que de conformidad con dicha disposición, el Gobierno de los Estados Unidos de América propone que el Gobierno de Bolivia deposite en una Cuenta que especificará el Gobierno de Vuestra Excelencia, a un tipo de cambio que no sea menos favorable para el gobierno de los Estados Unidos que el mejor tipo legal de cambio al cual se venden dólares de los Estados Unidos por agentes de cambio autorizados en Bolivia por Pesos Bolivianos en la fecha en que se efectúan los depósitos, los montos siguientes en Pesos Bolivianos:

A. En el caso de cualquier artículo excedente de defensa entregado al gobierno de Bolivia una cantidad igual al diez por ciento del valor justo de tal artículo, según lo determine el gobierno de los Estados Unidos, y;

B. En el caso de una subvención de asistencia militar al gobierno de Bolivia, una cantidad igual al diez por ciento de cada una de tales subvenciones. El gobierno de Bolivia recibirá una notificación trimestralmente sobre las entregas de artículos de defensa y la prestación de servicios de defensa, así como el valor de los mismos. Los depósitos en la cuenta del gobierno de los Estados Unidos serán pagaderos a petición del gobierno de los Estados Unidos. Dicha petición se hará, de hacerse, dentro del plazo de un año después de la anteriormente señalada notificación de las entregas. No se requerirá depositar más de \$us 20 millones en Pesos Bolivianos para las entregas que se realicen durante un año fiscal cualquiera de los Estados Unidos.

Además, se propone, que los montos que hayan de depositarse podrán utilizarse para pagar todos los costos oficiales del gobierno de los Estados Unidos pagaderos en Pesos Bolivianos, incluyendo, pero sin limitarse a ellos, todos los costos relacionados con el financiamiento de actividades internacionales educacionales y de intercambio cultural, según programas autorizados por la ley de 1961 de los Estados Unidos sobre intercambio mutuo educacional y cultural.

Finalmente, propone Vuestra Excelencia, que nuestra respuesta declarando que lo que antecede es aceptable para el gobierno de Bolivia, juntamente con esta nota, constituirán un acuerdo entre nuestros dos gobiernos sobre esta materia, el cual entrará en vigor desde el 7 de febrero de 1972, y a partir de esa fecha, será aplicable a entregas de artículos de defensa y prestación de servicios de defensa financiados o acordados y entregados o prestados en ó después de esa fecha".

Sobre lo que antecede, me es grato manifestar a Vuestra Excelencia, que el Gobierno de Bolivia está de acuerdo con la forma de pago

propuesta por asistencia militar y artículos excedentes de defensa, proporcionados por los Estados Unidos de América, en los porcentajes del 10% en Pesos Bolivianos propuestos, así como en los demás puntos consignados en la nota de Vuestra Excelencia.

Por tanto, la nota No. 47 de 27 de marzo del año en curso, de Vuestra Excelencia y la presente nota de respuesta, constituirán un Acuerdo entre nuestros dos Gobiernos sobre este asunto, el que entrará en vigencia a partir del 7 de febrero del presente año.

Esta oportunidad me as propicia para reiterar a Vuestra Excelencia las seguridades de mi alta y distinguida consideración.

MARIO R. GUTIERREZ

A Su Excelencia

SEÑOR ERNEST V. SIRACUSA

*Embajador de los Estados Unidos de América
Presente.*

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

No. D.G.P.E./A.N. 353/31

LA PAZ, May 2, 1972

Mr. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 47, dated March 27, 1972, regarding the United States Foreign Assistance Act of 1971, which includes a provision requiring payment by the Government of Bolivia to the United States Government in bolivian pesos of ten percent of the value of grant military assistance and excess defense articles provided by the United States to the Government of Bolivia.

Also, in accordance with that provision, the Government of the United States of America proposes that the Government of Bolivia will deposit in an account to be specified by Your Excellency's Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in Bolivia for Bolivian pesos on the date deposits are made, the following amounts in Bolivian pesos:

A. In the case of any excess defense article given to the Government of Bolivia, an amount equal to ten percent of the fair value of that article, as determined by the United States Government, and;

TIAS 7352

B. In the case of a grant of military assistance to the Government of Bolivia, an amount equal to ten percent of each such grant. The Government of Bolivia will be notified quarterly of deliveries of defense articles and rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification of deliveries. No more than \$20 million in pesos bolivianos will be required to be deposited for deliveries made in any one United States fiscal year.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in pesos bolivianos, including but not limited to all costs relating to the financing of international, educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961.

It is finally proposed that your Excellency's reply stating that the foregoing is acceptable to the Government of Bolivia shall, together with this note, constitute an agreement between our Governments on this subject effective from and after February 7, 1972, and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date.

With respect to the foregoing, I am pleased to inform Your Excellency that the Government of Bolivia agrees to the form of payment proposed for grant military assistance and excess defense articles provided by the United States of America, to the proposed ten percent in Bolivian pesos, as well as to the other points covered in Your Excellency's note.

Therefore, Your Excellency's note No. 47, dated March 27, 1972, and this reply thereto shall constitute an agreement between our two Governments on this matter, effective from and after February 7, 1972.

I avail myself of this opportunity to renew to Your Excellency the assurances of my high and distinguished consideration.

MARIO R. GUTIERREZ

His Excellency

ERNEST V. SIRACUSA,

Ambassador of the United States of America,

La Paz.

PANAMA

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Signed at Panamá April 4 and May 9, 1972;
Entered into force May 9, 1972;
Effective February 7, 1972.*

*The American Ambassador to the Panamanian Minister
of Foreign Relations*

No. 75

PANAMA, April 4, 1972

EXCELLENCY:

I have the honor to refer to the agreement concerning the furnishing of defense articles and services to the Government of the Republic of Panama effected by an exchange of notes in March and May of 1962 [¹] and to the recently enacted United States Foreign Assistance Act of 1971 [²] which includes a provision requiring payment to the Government of the United States of ten percent of the value of grant military assistance and excess defense articles to be provided by the United States to the Government of Panama. In accordance with that provision, it is proposed that the Government of Panama will deposit in an account to be specified by the Government of the United States, the following amounts in dollars (a) in the case of any excess defense article given to the Government of Panama, an amount equal to ten percent of the fair value of that article, as determined by the Government of the United States, and (b) in the case of a grant of military assistance to the Government of Panama, an amount equal to ten percent of each such grant. The Government of Panama will be notified quarterly of deliveries of defense articles and rendering of defense services and the value thereof. Deposits to the account of the USG will be due and payable upon receipt of the aforesaid notification of deliveries. No more than twenty million dollars will be required to be deposited for deliveries in any one United States Fiscal Year.

¹ TIAS 5081; 13 UST 1294.

² 86 Stat. 26; 22 U.S.C. § 2321g.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the Government of the United States payable in dollars, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961. [1]

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Panama shall, together with this note, constitute an agreement between our governments on this subject effective from and after February 7, 1972 and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT M. SAYRE

His Excellency

Lic. JUAN ANTONIO TACK

*Minister of Foreign Relations
Panama*

*The Panamanian Minister of Foreign Relations to the
American Ambassador*

REPUBLICA DE PANAMA

MINISTERIO DE RELACIONES EXTERIORES

PANAMA 4, PANAMA

DREU-156/1230

PANAMÁ, 9 de mayo de 1972

SEÑOR EMBAJADOR:

Tengo el honor de avisar recibo de la nota de Vuestra Excelencia N° 75, de 4 de abril del año en curso, la cual se refiere al Acuerdo concerniente al suministro de artículos y servicios de defensa al Gobierno de la República de Panamá, celebrado por Canje de Notas de marzo de 1962, y a la reciente Ley de Asistencia Exterior de Estados Unidos de América promulgada en 1971, que incluye una estipulación por medio de la cual se requiere el pago al Gobierno de Estados Unidos del 10% del valor de la asistencia militar concedida y excesos de artículos de defensa que dicho Gobierno ha de proporcionarle a Panamá. Igualmente, se propone que el Gobierno de Panamá depositará en una cuenta las cantidades en dólares que serán especificadas por el Gobierno de los Estados Unidos.

Después de la debida consideración y aprobación de las propuestas antes mencionadas por parte de la Comandancia de la Guardia

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

Nacional, cúpleme informar a Vuestra Excelencia que ellas son aceptadas por el Gobierno Nacional.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

JUAN ANTONIO TACK

Juan Antonio Tack
Ministro de Relaciones Exteriores

A Su Excelencia

ROBERT M. SAYRE
*Embajador de Estados Unidos de América
Panamá*

Translation

REPUBLIC OF PANAMA
MINISTRY OF FOREIGN AFFAIRS

DREU-156/1280

PANAMÁ, May 9, 1972

Mr. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 75 of April 4, 1972, which refers to the agreement concerning the furnishing of defense articles and services to the Government of the Republic of Panama, effected by an exchange of notes in March 1962, and to the recently enacted United States Foreign Assistance Act of 1971 which includes a provision requiring payment to the Government of the United States of ten percent of the value of grant military assistance and excess defense articles to be provided by the United States to Panama. It is also proposed that the Government of Panama deposit in an account the amounts in dollars to be specified by the Government of the United States.

After due consideration and approval of the above-mentioned proposals by the National Guard Headquarters, I am to inform Your Excellency that they are accepted by the National Government.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JUAN ANTONIO TACK

Juan Antonio Tack
Minister of Foreign Affairs

His Excellency

ROBERT M. SAYRE,
*Ambassador of the United States of America,
Panamá.*

TIAS 7353

GUATEMALA

Trade: Meat Imports

*Agreement effected by exchange of notes
Signed at Guatemala March 7 and April 28, 1972;
Entered into force April 28, 1972.*

*The American Ambassador to the Guatemalan Minister
of Foreign Relations*

No. 29

GUATEMALA, March 7, 1972

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1972 and to the agreements between the United States and other countries, including Guatemala, constituting the 1971 restraint program concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the Calendar Year 1972 with the governments of all the countries that participated in the 1971 restraint program, I have the honor to propose the following agreement between our two Governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the Calendar Year 1972 from countries participating in the restraint program shall be 1155 million pounds and the Government of Guatemala and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into the United States.
2. The Government of Guatemala shall limit exports of the aforementioned meats so that the quantity of such meats originating in Guatemala and during the Calendar Year 1972 entered, or withdrawn from warehouse, for consumption in the United States does not exceed 25.3 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit imports of such meats of Guatemalan origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that: a) such regulations shall not be employed to govern the timing of entry, or withdrawal from warehouse, for consumption of such meat from Guatemala; and b) such regulations shall be issued only after consultation with the Government of Guatemala pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry, or withdrawal from warehouse for consumption, in the Calendar Year 1972 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.
4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the Calendar Year 1972 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Guatemala, such increase or estimated shortfall shall be allocated to Guatemala in the proportion that 25.3 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the Calendar Year 1972. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1972 restraint program.
5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.
6. The Government of Guatemala and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding increase in the total quantity permissible under the restraint program and allocation of shortfall.
7. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Guatemala shall not include the period between October 1, 1968 and December 31, 1972.

I have the honor to propose that, if the foregoing is acceptable to the Government of Guatemala, this Note together with Your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM G. BOWDLER

His Excellency

ROBERTO HERRERA IBARGÜEN

*Minister of Foreign Relations
Guatemala*

*The Guatemalan Deputy Minister of Foreign Relations to the American
Ambassador*

MINISTERIO DE RELACIONES EXTERIORES

REPUBLICA DE GUATEMALA, C.A.

II-5/Am. 10-10617

GUATEMALA, 28 de abril de 1972.

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia, número 29, de fecha 7 de marzo último, cuya traducción al español literalmente dice:

"Tengo el honor de referirme a las conversaciones entre representantes de nuestros dos Gobiernos, relacionadas con las importaciones a los Estados Unidos, para consumo, de carne fresca, refrigerada o congelada de ganado vacuno (Rubro 106.10 del Cuadro de Tarifas de los Estados Unidos) y carne fresca, refrigerada o congelada de ganado ovino y caprino, salvo corderos (Rubro 106.20 del Cuadro de Tarifas de los Estados Unidos) durante el año civil de 1972, y a los acuerdos entre los Estados Unidos y otros países, incluyendo Guatemala, que constituyen el programa de restricciones para 1971 en relación con los envíos de tales carnes a los Estados Unidos. Con el entendimiento de que acuerdos similares se concertarán también para el año civil de 1972 con los gobiernos de todos los países que participaron en el programa de restricciones para 1971, tengo el honor de proponer el siguiente acuerdo entre nuestros dos Gobiernos:

1. Con base en lo anterior, y con sujeción a lo indicado en el párrafo 4, la cantidad total permitida de importaciones de tales

carnes a los Estados Unidos durante el año civil de 1972, por parte de países que participen en el programa de restricciones será de 1155 millones de libras y el Gobierno de Guatemala y el Gobierno de los Estados Unidos de América asumirán respectivamente las obligaciones que se indican a continuación para reglamentar las exportaciones e importaciones a los Estados Unidos.

2. El Gobierno de Guatemala limitará las exportaciones de las carnes antes señaladas con el fin de que la cantidad de dichas carnes cuyo origen es Guatemala y que durante el año civil de 1972 hayan tenido entrada o salida de almacén para el consumo en los Estados Unidos no exceda de 25.3 millones de libras, o la cantidad mayor que pueda resultar de los ajustes realizados en virtud del párrafo 4.

3. El Gobierno de los Estados Unidos de América podrá limitar las importaciones de tales carnes cuyo origen es Guatemala, bien sea en envíos por vía directa o indirecta, por medio de la promulgación de reglamentos que gobiernen la entrada o salida de almacén de las carnes para consumo en los Estados Unidos, siempre que: a) tales reglamentos no se empleen para gobernar las fechas o momento de entrada o salida de almacén para el consumo de tales carnes de Guatemala; y b) tales reglamentos se promulguen solamente después de que se hayan celebrado consultas con el Gobierno de Guatemala conforme al párrafo 6, y solamente bajo circunstancias en las que es obvio, después de celebrarse tales consultas, que la cantidad de tales carnes que probablemente se presentará para su entrada o salida de almacén para el consumo en el año civil de 1972, excederá la cantidad que se especifica en el párrafo 2, en la medida en que pueda ser aumentada en virtud del párrafo 4.

4. El Gobierno de los Estados Unidos de América podrá aumentar la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1972 de países que participen en el programa de restricciones o podrá adjudicar cualquier déficit calculado en una parte de la cantidad del programa de restricciones o en los cálculos iniciales de importaciones de países que no participen en el programa de restricciones. Seguidamente, si no se ha calculado un déficit para Guatemala, tal aumento o déficit calculado será adjudicado a Guatemala en la proporción que 25.3 millones de libras tienen con el total de participaciones iniciales de todos los países participantes en el programa de restricciones y que se calcula no tendrán déficit en el año civil de 1972. La adjudicación anterior no se aplicará a

cualesquiera aumentos en el cálculo de importaciones de países que no participen en el programa de restricciones para el año de 1972.

5. El Gobierno de los Estados Unidos de América rendirá informes, por separado, acerca de carnes rechazadas por no ser aptas para el consumo humano conforme a las normas de inspección de los Estados Unidos, y tales carnes no se considerarán como parte de la cantidad que se indica en el párrafo 2.

6. El Gobierno de Guatemala y el Gobierno de los Estados Unidos de América celebrarán consultas lo antes posible después de que uno de los Gobiernos las solicite, en relación con cualquier asunto sobre la aplicación, interpretación o puesta en práctica del presente acuerdo, y sobre aumentos de la cantidad total permitida conforme al programa de restricciones y la adjudicación del déficit.

7. En el caso en que sea necesario implantar cuotas para las importaciones de tales carnes, el período representativo que el Gobierno de los Estados Unidos de América empleará para calcular la cuota de Guatemala no incluirá el período entre el 1o. de octubre de 1968 y el 31 de diciembre de 1972.

Tengo el honor de proponer que si lo anterior es aceptable para el Gobierno de Guatemala, la presente nota, junto con la nota de respuesta de Vuestra Excelencia confirmando lo ante dicho, constituyan un acuerdo entre nuestros dos Gobiernos que entrará en vigor en la fecha de la respuesta de Vuestra Excelencia."

En respuesta, me complace comunicar a Vuestra Excelencia que el Gobierno de Guatemala acepta en todos sus términos la propuesta contenida en la nota que contesto. Por lo tanto, dicha nota y la presente constituyen un Acuerdo formal entre nuestros dos Gobiernos sobre la materia, el cual entrará en vigor en esta misma fecha.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

ALFREDO OBIOLS GOMEZ

[SEAL]

Alfredo Obiols Gómez
Vice-Ministro de Relaciones Exteriores

Excelentísimo SEÑOR WILLIAM G. BOWDLER,
*Embajador Extraordinario y Plenipotenciario de
los Estados Unidos de América.
Ciudad.*

*Translation*MINISTRY OF FOREIGN RELATIONS
REPUBLIC OF GUATEMALA

H-4/AM.10-10617

GUATEMALA, April 28, 1972

Mr. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 29, dated March 7, 1972, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p. 900.]

In reply to that note, I am happy to inform Your Excellency that the Government of Guatemala accepts all the terms of the proposal contained therein. Consequently, the aforesaid note and this reply shall constitute a formal agreement on the subject between our two Governments, which shall enter into force on this date.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ALFREDO OBIOLS GOMEZ

[SEAL] Alfredo Obiols Gómez
Deputy Minister of Foreign Relations

His Excellency

WILLIAM G. BOWDLER,

*Ambassador Extraordinary and Plenipotentiary,
Guatemala.*

TIAS 7354

GUYANA

Radio Communications Between Amateur Stations on Behalf of Third Parties

Agreement effected by exchange of notes

Dated at Georgetown May 30 and June 6, 1972;

Entered into force July 6, 1972.

*The American Embassy to the Guyanese Ministry of
External Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 33

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs and has the honor to propose that an arrangement be concluded between the United States and the Republic of Guyana to permit the exchange of third party messages between the radio amateurs of the United States and Guyana.

The Embassy has been authorized to submit for the consideration of the Guyanese Government, the following proposal:

“Amateur radio stations of Guyana and of the United States may exchange internationally messages or other communications from or, to third parties, provided:

- “1. No compensation may be directly or indirectly paid on such messages or communications.
- “2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications may be handled by amateur stations of the respective countries.

- "3. This arrangement shall be applicable with respect to all amateur radio stations duly licensed by appropriate authorities of either the United States or Guyana.
- "4. This arrangement shall be subject to termination by either government on sixty days' notice to the other government, by further arrangement between the two governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith."

The Embassy has the honor to suggest to the Ministry of External Affairs, providing that the Ministry concurs with the proposal quoted above, that this note, together with the Ministry's note in reply concurring with the proposal, constitute an understanding between the two Governments with respect to this matter, such understanding to be effective 30 days from the time of the Ministry's note in reply.

The Embassy avails itself of this opportunity to renew to the Ministry of External Affairs the assurances of its highest consideration.

S. M. K.

EMBASSY OF THE UNITED STATES OF AMERICA,
GEORGETOWN, *May 30, 1972*

*The Guyanese Ministry of External Affairs to the
American Embassy*

MINISTRY OF EXTERNAL AFFAIRS,
CARMICHAEL STREET,
GEORGETOWN,
GUYANA.

EA: 1/88

The Ministry of External Affairs of Guyana presents its compliments to the Embassy of the United States of America and has the honour to acknowledge the receipt of its Note Verbale No. 33, dated May 30, 1972, containing the following proposal for the conclusion of an arrangement between the United States of America and Guyana, which would permit the exchange of third-party messages between amateurs of the United States and Guyana:

"Amateur radio stations of Guyana and of the United States may exchange internationally messages or other communications from or, to third parties, provided:

- "1. No compensation may be directly or indirectly paid on such messages or communications.

TIAS 7355

- "2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications may be handled by amateur stations of the respective countries.
- "3. This arrangement shall be applicable with respect to all amateur radio stations duly licensed by appropriate authorities of either the United States or Guyana.
- "4. This arrangement shall be subject to termination by either government on sixty days' notice to the other government, by further arrangement between the two governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith."

The Ministry of External Affairs takes pleasure in informing the Embassy of the United States of America that the Government of Guyana accepts the proposal to conclude the aforesaid Arrangement, and that the same be hereby formalized and enter into force 30 days from the date of this note.

The Ministry of External Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

[SEAL] J. A. S

JUNE 6, 1972.

CZECHOSLOVAK SOCIALIST REPUBLIC

Air Transport Services

***Protocol modifying and extending the agreement of
February 28, 1969.***

Signed at Prague May 24, 1972;

Entered into force May 24, 1972.

Protocol

Pursuant to the exchange of letters of February 28, 1969, attached to the Air Transport Agreement between the United States of America and the Czechoslovak Socialist Republic signed at Prague on the same date,¹ consultations were initiated on February 28, 1972, for the purpose of determining whether mutually acceptable conditions had been achieved for the airlines of each Contracting Party to conduct their business activities in the territory of the other Contracting Party on the basis of implementation of Article X to a mutually acceptable extent.

Although the consultations did not establish that mutually acceptable conditions for the implementation of Article X had been achieved, both Contracting Parties agreed that a further understanding should be concluded in order to continue the Air Transport Agreement in effect for a period of two years from June 1, 1972.

Accordingly, the two Contracting Parties have agreed to the following provisions which constitute an understanding between the two Governments pursuant to the exchange of letters of February 28, 1969, extending the Air Transport Agreement, as modified by this Protocol, until May 31, 1974.

1. The Czechoslovak designated airline will appoint the United States designated airline as its general sales agent and airport ground handling agent in the United States. All sales of air transportation in the United States on services of the Czechoslovak designated airline after October 1, 1972, will be accomplished through the United States designated airline as general sales agent. Under the general sales agency agreement, the United States designated airline will appoint and control sales agents at its discretion, taking into account the requests and recommendations of the Czechoslovak designated airline.

¹ TIAS 6644 ; 7316 ; 20 UST 408 ; *ante*, p. 587.

The general sales agency agreement may also provide for the placement of advertising and other matters comparable to those required to be performed by the Czechoslovak designated airline as general sales agent for the United States designated airline in Czechoslovakia. The foregoing general sales agency agreement will be subject to approval by the respective aeronautical authorities.

2. (a) The United States designated airline will continue to enjoy at its offices in the Czechoslovak Socialist Republic the right to sell air transportation, to the extent currently permitted, to any person for freely convertible currency using its own transportation documents.

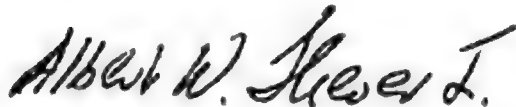
(b) The United States designated airline will continue to enjoy in the Czechoslovak Socialist Republic the right to sell, through the Czechoslovak designated airline as general sales agent, air transportation on its services for non-transferrable Czechoslovak crowns up to an annual limit fixed by the Czechoslovak authorities, applying the current rate of exchange according to the list of rates of exchange published by the State Bank of Czechoslovakia increased by a hundred per cent. The Czechoslovak crowns accumulated within this limit may be used by the US designated airline to cover local expenses where permitted by Czechoslovak regulations. The Czechoslovak designated airline will work out an appropriate procedure with the United States designated airline under which any such non-transferrable Czechoslovak crown revenues in excess of local expenditures accumulated by the United States designated airline from the sale of air transportation in Czechoslovakia may be realized as United States dollar receipts.

3. The Czechoslovak authorities will use their best efforts to ensure that the commercial opportunities of the US designated airline in the Czechoslovak Socialist Republic are further expanded. In no event will the US designated airline enjoy less favorable commercial opportunities in the Czechoslovak Socialist Republic than any other foreign airline.

4. The Czechoslovak designated airline will enjoy the right to operate two roundtrip flights per week on the route specified in paragraph B of the Schedule attached to the Air Transport Agreement. Additional frequencies on the above route will be operated only following approval by the United States authorities and without traffic rights between intermediate points and New York. Requests for such additional frequencies will be made by filing the proposed schedule through diplomatic channels at least 120 days before its proposed effective date. In acting on such requests, the United States authorities will take into account appropriate factors, including the extent of opportunities made available to the United States designated airline in Czechoslovakia in accordance with paragraph 3 above. The Czechoslovak authorities will be informed of the decision made by the United States authorities no later than 60 days before the proposed effective date of the schedule.

5. The provisions of this Protocol will substitute for and supercede the exchange of letters dated February 28, 1969, attached to the Air Transport Agreement.

6. The Contracting Parties will consult, at the request of either, before May 31, 1974, to consider further extension of the Air Transport Agreement.



Albert W. Sherer, Jr.

*Ambassador of the United
States of America*

May 24, 1972

[SEAL]



Stanislaw Krebs

*Chairman of the Delegation of
the Czechoslovak Socialist
Republic*

PAKISTAN

Agricultural Commodities

Agreement signed at Islamabad March 18, 1972;

Entered into force March 18, 1972.

And amending agreements

Effected by exchange of notes

Signed at Islamabad April 6, 1972;

Entered into force April 6, 1972.

And exchange of notes

Signed at Islamabad May 3, 1972;

Entered into force May 3, 1972.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PAKISTAN FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Pakistan have agreed to the sales of commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the May 11, 1967 Agreement, [1] the Convertible Local Currency Credit Annex of the August 3, 1967 Agreement, [2] and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (U.S. Fiscal Year)	<u>Approximate</u> <u>Maximum Quantity</u>	<u>Maximum</u> <u>Export</u> <u>Market</u> <u>Value</u> (Millions)
Wheat/wheat flour (in wheat equivalent)	1972	300,000 MT	\$18.1
Soybean/cottonseed oil	1972	25,000 MT	\$ 7.5
Tobacco	1972	200 MT	\$ 0.7
Cotton, extra long staple	1972	11,000 Bales	\$ 2.9
		TOTAL	\$29.2

¹ TIAS 6258; 18 UST 512.

² TIAS 6320; 18 UST 1757.

ITEM II. Payment Terms:**Convertible Local Currency Credit**

1. Initial Payment – 5 Percent
2. Number of Installment Payments – 31
3. Amount of Each Installment Payment – Approximately equal annual amounts.
4. Due Date of First Installment Payment – 10 years after date of last delivery of commodities in each calendar year.
5. Initial Interest Rate – 2 Percent
6. Continuing Interest Rate – 3 Percent

ITEM III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u>	<u>Usual Marketing Requirements</u>
	(U.S. Fiscal Year)	(Metric Tons)
Wheat/wheat flour (in wheat equivalent)	1972	100,000 MT
Soybean/cottonseed oil	1972	21,500 MT (of which at least 2,500 MT shall be imported from the United States)

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this Agreement, the export limitation period for same or like commodity shall be for United States Fiscal Year 1972 or any subsequent United States Fiscal Year during which said commodities financed under this Agreement are being imported or utilized, whichever is later.

B. For the purpose of Part I, Article III. A. 3 of the Agreement, commodities considered to be the same as or like commodities imported under this Agreement are: for wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or same product under a different name); for soybean/cottonseed oil—edible vegetable oils, including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil, and/or edible oil bearing seeds; for cotton, extra long staple—cotton (extra long staple), ELS cotton textiles (including yarn and waste), except as offset by commercial cotton purchases from the United States.

ITEM V. Self-Help Measures:

A. The Government of Pakistan will review within the next six months its policy with regard to production and marketing food-grains in light of consumption demand for these crops in Pakistan.

B. The Government of Pakistan will undertake the following self-help measures:

- (1) A review of foodgrain price policy with the objective of rationalizing domestic foodgrain production and consumption.
- (2) Formulate concrete proposals to increase domestic production and processing of edible oils to meet minimum per capita nutritional requirements.
- (3) Provide adequate funds for the development and implementation of programs in agricultural research.
- (4) Formulate proposals for other agricultural and economic development programs which may result from the review cited in paragraph A above.

ITEM VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used:

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight:

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph I of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Islamabad, in duplicate, this 18th day of March, 1972.

FOR THE GOVERNMENT OF
PAKISTAN

[SEAL]

By: MUBASHIR HASAN

Name: Dr. Mubashir Hasan
Title: *Minister for Finance,
Economic Affairs and
Development*

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

[SEAL]

By: SIDNEY SOBER

Name: Sidney Sober
Title: *Chargé d'Affaires ad
interim*

[AMENDING AGREEMENTS]

EMBASSY OF THE UNITED STATES OF AMERICA

ISLAMABAD

April 6, 1972

SIR:

I have the honor to refer to the Agricultural Commodities Sales Agreement between our two Governments signed on March 18, 1972, and to propose that Part II Item I of the Commodity Table be revised to include under the appropriate headings the following:

The quantity of wheat shall be increased to 500,000 MT with a corresponding increase in the Export Market Value to \$30 Million. The new total Export Market Value of the Agreement is \$41.1 Million.

All other items in the said Agreement shall remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments to enter into force under the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

SIDNEY SOBER

Sidney Sober
Chargé d'Affaires a.i.

MR. S.S. IQBAL HOSAIN, S.Q.A., PMAS

Secretary

*Economic Coordination and
External Assistance Division
Government of Pakistan
Islamabad*

GOVERNMENT OF PAKISTAN
PRESIDENT'S SECRETARIAT
ECONOMIC COORDINATION AND
EXTERNAL ASSISTANCE DIVISION

No. 1(2)US-VI/72.

ISLAMABAD: April 6, 1972.

DEAR MR. SOBER,

I have the honour to acknowledge with thanks the receipt of your letter dated April 6, 1972, concerning the Agricultural Commodities Sales Agreement between our two Governments signed on March 18, 1972.

TIAS 7357

The text of your letter under reference is reproduced below :

"I have the honor to refer to the Agricultural Commodities Sales Agreement between our two Governments signed on March 18, 1972, and to propose that Part II Item I of the Commodity Table be revised to include under the appropriate headings the following:

The quantity of wheat shall be increased to 500,000 MT with a corresponding increase in the Export Market Value to \$30 Million. The new total Export Market Value of the Agreement is \$41.1 Million.

All other items in the said Agreement shall remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments to enter into force under the date of your note in reply.

Please accept the renewed assurances of my highest consideration."

I write to concur in the contents of your letter and to confirm that this exchange of letters between us shall constitute an agreement between our two Governments.

Sincerely yours,
S. S. IQBAL HOSAIN
(S.S. Iqbal Hosain)

MR. SIDNEY SOBER
Charge d'Affaires a.i.
American Embassy,
Islamabad.

EMBASSY OF THE UNITED STATES OF AMERICA

ISLAMABAD

May 3, 1972

SIR:

I have the honor to refer to the Agricultural Commodities Sales Agreement signed by the representatives of our two Governments on March 18, 1972, as amended, and to propose that Part II Item I, of the Commodity Table be amended to include under the appropriate headings the following:

(A) Corn, FY 1972, 35,000 MT \$2.0 Million. The new total Export Market Value of the Agreement is now \$43.1 Million.

TIAS 7357

(B) Under Part II, Item IV, Export Limitations, Paragraph B, add the following phrase at the end of the text of Paragraph B:

“For Corn—corn, cornmeal, barley, grain sorghum, rye, oats, mixed feeds containing predominantly such grains.”

All other terms and conditions of the said Agreement shall remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments to enter into force under the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

JOSEPH C. WHEELER

Joseph C. Wheeler
Minister-Counselor, Director

MR. S. S. IQBAL HOSAIN S.Q.A., PMAS

Secretary

Economic Affairs Division

Government of Pakistan

Islamabad

GOVERNMENT OF PAKISTAN
PRESIDENT'S SECRETARIAT
ECONOMIC AFFAIRS DIVISION

No. 1(13)US-VI/72.

ISLAMABAD, dated May 3, 1972.

DEAR MR. WHEELER,

I have the honour to acknowledge with thanks the receipt of your letter dated May 3, 1972 containing the proposal for amendment of the Agreement signed by the representatives of our two Governments on March 18, 1972.

The text of your letter under reference is reproduced below:

“I have the honour to refer to the Agricultural Commodities Sales Agreement signed by the representatives of our two Governments on March 18, 1972, as amended, and to propose that Part II Item I, of the Commodity Table be amended to include under the appropriate headings the following:

(A) Corn, FY 1972, 35,000 MT \$2.0 Million. The new total Export Market Value of the Agreement is now \$43.1 Million.

TIAS 7357

(B) Under Part II, Item IV, Export Limitations, Paragraph B, add the following phrase at the end of the text of paragraph B:

“For Corn—corn, cornmeal, barley grain sorghum, rye, oats, mixed feeds containing predominantly such grains.”

All other terms and conditions of the said Agreement shall remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments to enter into force under the date of your note in reply.

Please accept the renewed assurances of my highest consideration.”

I write to concur in the contents of your letter and to confirm that this exchange of letters between us shall constitute an agreement between our two Governments.

Sincerely yours,

S. S. IQBAL HOSAIN

(S.S. Iqbal Hosain)

MR. JOSEPH C. WHEELER,
Minister-Counselor Director,
U.S. Embassy,
Islamabad.

INDONESIA

Agricultural Commodities

*Agreement signed at Djakarta May 26, 1972;
Entered into force May 26, 1972.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Indonesia have agreed to the sales of the agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit Annex of the September 15, 1967 Agreement^[1] and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (United States Calendar Year)	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u> (Millions)
Wheat/Wheat Flour (wheat basis)	1972	187,000 MT	\$11.5
Bulgur	1972	10,000 MT	0.9
Cotton	1972	170,000 bales	28.1
Cotton Yarn	1972	4.0 million pounds	3.7
TOTAL			\$44.2

ITEM II. Payment Terms

Convertible Local Currency Credit

1. Initial Payment - None
2. Currency Use Payment - None

¹ TIAS 6346; 18 UST 2393.

3. Number of Installment Payments – 31
4. Amount of Each Installment Payment – approximately equal annual amounts.
5. Due Date of First Installment Payment – ten years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate – 2 percent
7. Continuing Interest Rate – 3 percent

ITEM III. Usual Marketing Requirements: None

ITEM IV. Export Limitations:

- A. With respect to the commodities financed under this agreement, the export limitation period for same or like commodities shall be the period beginning on the date of the agreement and ending on the final date on which the relevant commodities financed under this agreement are being imported and utilized.
- B. For the purpose of Part I, Article III A 3 of the agreement, commodities considered to be same as, or like, commodities imported under this agreement are: for wheat/wheat flour and bulgur – wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or same product under a different name) ; for cotton – raw cotton, cotton yarn and/or cotton textiles except batiks and similar handicraft products.

ITEM V. Self-Help Measures:

The Government of Indonesia continues to accord its highest national priority to increasing production in the agricultural sector. Substantial progress has been made under the Five-Year Development Plan in increasing the production of rice by providing better technology to farmers and providing economic incentives for their adoption. To consolidate the gains realized, to assure continuation of progress and anticipating the time when the production of rice will be sufficient for the country's needs, the GOI intends:

- A. To continue (1) policies and activities to maintain adequate incentives to the farmers to use new production technology, (2) measures to improve marketing and (3) efforts to assure availability of production inputs at the farm level.
- B. To make a comprehensive analysis of the agricultural sector of the Indonesian economy to identify present and future problems, the major constraints to agricultural production, the areas in which assistance from foreign donors might be applied, the market potentials of alternative commodities, and the policy and organization changes needed.

- C. To promote crop diversification as a means of increasing farm income and lessening the risks inherent in the cultivation of a single crop.
- D. To take steps to improve the quality of the diet of the Indonesian people by raising the level of protein consumed.
- E. To investigate and approve for use agricultural chemicals effective in controlling pests and diseases to which high-yielding rice varieties are particularly susceptible.
- F. To continue to evaluate the level of subsidies for PL 480 commodities.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used :

For the economic development purposes specified in Item V (Self-Help Measures) and for such other economic development purposes as may be mutually agreed upon.

ITEM VII. Other Provisions :

The Government of the exporting country shall bear the cost of ocean freight differential for the commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Djakarta, in duplicate, this 26th day of May, 1972.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE
REPUBLIC OF INDONESIA

F J GALBRAITH

ADAM MALIK

TIAS 7358

GUYANA
Agricultural Commodities

*Agreement signed at Georgetown June 8, 1972;
Entered into force June 8, 1972.*

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
STATES OF AMERICA AND THE GOVERNMENT OF GUYANA
FOR SALES OF AGRICULTURAL COMMODITIES**

The Government of the United States of America and the Government of Guyana have agreed to the sale of the agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III and the Dollar Credit Annex of the September 17, 1968 Agreement, [¹] and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. - Commodity Table

<u>Commodity</u>	<u>Supply Period</u> (United States Fiscal Year)	<u>Approximate Maximum Quantity</u> (Metric Tons)	<u>Maximum Export Market Value</u>
Soybean/Cottonseed Oil	1972	745	\$285, 500.

ITEM II. - Payment Terms

Dollar Credit

1. Initial Payment - 5 percent.
2. Currency Use Payment - 5 percent of the dollar amount of the financing by the Government of the exporting country under this agreement is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Dollar Credit Annex applicable to this agreement. No request for payment will be made

¹ TIAS 6585; 19 UST 6692.

by the Government of the exporting country prior to the first disbursement by the Cominodity Credit Corporation under this agreement and final payment will be requested no later than 12 months after either the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later.

3. Number of Installment Payments – 19.
4. Amount of Each Installment Payment – approximately equal annual amounts.
5. Due Date of First Installment Payment – 2 years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate – 2 percent.
7. Continuing Interest Rate – 3 percent.

ITEM III. – Usual Marketing Table

<u>Commodity</u>	<u>Import Period</u> (United States Fiscal Year)	<u>Usual Marketing Requirement</u> (Metric Tons)
Soybean/Cottonseed Oil	1972	800

ITEM IV. – Export Limitations

- A. The export limitation period for commodities the same as those being financed under this agreement shall be United States Fiscal Year 1972 or any subsequent United States Fiscal Year during which the commodities financed under this agreement are being imported and utilized.
- B. For the purposes of Part I, Article III A 3 of the agreement, the commodities considered to be the same as the commodities financed under this agreement are: for soybean/cottonseed oil—soybean/cottonseed and soybean/cottonseed oil, copra, and coconut oil. Notwithstanding the provisions of Part I, Article III A 3, there shall be no restriction upon exports of commodities which are “like” the commodities financed under this agreement.

ITEM V. – Self-Help Measures

The GOG agrees to continue measures:

For the modernization of agriculture through the expansion of adaptive research and extension; increasing the means for storage, processing and distribution of basic food crops; for land development and water control in farming areas; and for strengthening systems of collection, computation and analysis of statistics to better measure the availability of agricultural inputs and progress in expanding production and marketing of agricultural commodities.

TIAS 7359

**ITEM VI. – Economic Development Purposes for Which Proceeds
Accruing to Importing Country are to be Used**

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. – Ocean Freight Financing

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. – Other Provisions

- A. The currency use payment under Part II, Item II 2 of this agreement shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset.
- B. Notwithstanding paragraph 4 of the Dollar Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph, or may withdraw from amounts deposited therein, so much of the proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of the currency use payment made by the Government of the importing country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Georgetown, in duplicate, this eighth day of June, 1972.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

SPENCER M. KING

Spencer M. King
Ambassador

FOR THE GOVERNMENT OF
GUYANA:

M D HOYTE

M. D. Hoyte
Minister of Finance

MEXICO

Cultural Cooperation

Agreement amending the agreement of December 28, 1948, and August 30, 1949.

Effected by exchange of notes

Signed at Washington June 15, 1972;

Entered into force June 15, 1972.

The Mexican Secretary of Foreign Relations to the Secretary of State^[1]

SECRETARIA DE
RELACIONES EXTERIORES
MEXICO

WASHINGTON, D.C., a 15 de junio de 1972.

"Año de Juarez"

504578

SEÑOR SECRETARIO:

Tengo la honra de referirme al Acuerdo entre los Estados Unidos Mexicanos y los Estados Unidos de América efectuado mediante canje de notas suscritas en la Ciudad de México el 28 de diciembre de 1948, y el 30 de agosto de 1949, sobre la conveniencia de fomentar la cooperación cultural entre los dos países "por medio de esfuerzos de cooperación tendientes a integrar y ensanchar la gran variedad de programas y de labores culturales de interés mutuo que vienen desarrollando los dos Gobiernos y diversas instituciones docentes y científicas de México y los Estados Unidos de América".

Al reconocer que las estipulaciones contenidas en dicho Acuerdo han propiciado un fecundo intercambio entre los dos países en las áreas de la educación y la cultura, mi Gobierno estima oportuno proponer al de Vuestra Excelencia algunas medidas que contribuyan a actualizar las funciones e impulsar las tareas de la Comisión de Cooperación Cultural establecida en virtud de ese instrumento binacional. Para tales fines, desearía proponer a Vuestra Excelencia substituir las seis estipulaciones del Acuerdo por solamente cuatro con el texto siguiente:

¹ For the English language text, see p. 927.

1. - La Comisión estará integrada por un número igual de representantes que los Gobiernos de México y de los Estados Unidos de América designen, por la vía diplomática, en ocasión de cada una de las reuniones de la Comisión.

2. - La Comisión se reunirá por lo menos una vez al año alternativamente en México y en los Estados Unidos de América.

3. - La Comisión Mixta tendrá los siguientes deberes y funciones.

- a) Estudiar, orientar y revisar los programas y los trabajos de cooperación cultural que interesen a los dos países y que se estén llevando a cabo por dependencias de uno u otro Gobierno y por organizaciones e instituciones de carácter docente o cultural;
- b) Recomendar medidas a cualquiera de los dos Gobiernos, o a ambos, para coordinar y mejorar el desarrollo de sus programas y trabajos ordinarios en materia de cooperación cultural Mexicano-Norteamericana;
- c) Recomendar a cualquiera de los dos Gobiernos, o a ambos, el estudio y la adopción, en su caso, de nuevos proyectos de cooperación cultural Mexicano-Norteamericana.
- d) Sugerir métodos a organizaciones e instituciones docentes y culturales de ambos países, para mejorar y ampliar sus programas y actividades de intercambio cultural Mexicano-Norteamericano.
- e) Mantener informadas a las dependencias gubernamentales y a las organizaciones e instituciones docentes y culturales que se interesen en el desarrollo de relaciones culturales más estrechas entre ambos países, sobre los programas y las actividades de otras dependencias, organizaciones e instituciones que tengan intereses similares;
- f) Examinar, al menos una vez al año, el estado general de las relaciones de cooperación cultural entre ambos países y preparar, para someterlos a la consideración de los dos Gobiernos, proyectos de gran alcance para el desarrollo y la ampliación futura de dichas relaciones.

4. - El presente acuerdo podrá darse por terminado a petición de cualquiera de los Gobiernos, mediante notificación por escrito con seis meses de anticipación.

En caso de que Vuestra Excelencia considere aceptables las anteriores propuestas, queda convenido que las notas suscritas el 28 de diciembre de 1948 y el 30 de agosto de 1949 modificadas y complementadas por la presente y por la respuestas de Vuestra Excelencia, constituirán el Acuerdo de Cooperación Cultural vigente entre los Estados Unidos Mexicanos y los Estados Unidos de América.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

E. O. RABASA

Emilio O. Rabasa,
Secretario de Relaciones Exteriores.

Excelentísimo Señor

WILLIAM P. ROGERS,
*Secretario de Estado de
los Estados Unidos de América,
Ciudad.*

The Secretary of State to the Mexican Secretary of Foreign Relations

DEPARTMENT OF STATE
WASHINGTON

JUNE 15, 1972

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 504578 dated June 13, 1972, which reads as follows:

"Mr. Secretary:

"I have the honor to refer to the Agreement effected by the Exchange of Notes signed at Mexico City on December 28, 1948, and August 30, 1949, [1] regarding the desirability of promoting closer cultural cooperation between the two countries 'through cooperative efforts designed to integrate and expand the wide variety of cultural programs and activities of mutual interest which are carried on by the two governments and by United States and Mexican educational and scientific institutions.'

"In recognizing that the provisions contained in said Agreement have promoted a fruitful interchange between the two countries in the fields of education and culture, my government deems it opportune to propose to your Excellency's government some measures that may contribute to bring up-to-date the functions and to give impetus to the tasks of the Commission on Cultural Cooperation established by virtue of that Binational instrument. To attain such ends, I would

¹ TIAS 2086; 63 Stat. 2842.

like to propose to your Excellency the substitution of four provisions for the six of the Agreement, to read as follows:

"1. The Commission shall be composed of an equal number of representatives whom the Governments of Mexico and of the United States of America may designate, through diplomatic channels, on the occasion of each one of the Commission's meetings.

"2. The Commission shall meet at least once a year, alternately in Mexico and in the United States of America.

"3. The Joint Commission shall have the following duties and functions:

a.) To study, to orient and to review programs and activities in the field of cultural cooperation of interest to the two countries which are being carried out by agencies of either government and by educational and cultural organizations and institutions.

b.) To recommend to either or both governments measures for coordinating and improving the operation of current programs and activities in the field of Mexican-United States cultural cooperation.

c.) To recommend to either or both governments the study and adoption, when appropriate, of new projects for Mexican-United States cultural cooperation.

d.) To advise educational and cultural organizations and institutions of both countries, with respect to methods for improving and expanding their programs and activities in the field of Mexican-United States cultural exchange.

e.) To keep government agencies and private organizations and institutions which are interested in the development of closer cultural relations between the two countries informed regarding the programs and activities of other agencies, organizations and institutions having similar interests.

f.) To survey, at least once a year, the general situation of relations pertaining to cultural cooperation between the two countries, and to prepare for consideration by the two governments, comprehensive plans for the future development and expansion of such relations.

"4. The present Agreement may be terminated at the request of either of the two governments by giving to the other government written notice six months in advance.

"In the event that Your Excellency considers as acceptable the aforesaid proposals, it shall be agreed that the notes signed on December 28, 1948, and August 30, 1949, modified and complemented by the present note and Your Excellency's reply thereto, will constitute the Agreement on Cultural Cooperation in force between the United Mexican States and the United States of America."

I have the honor to state that the aforesaid proposals are acceptable to the Government of the United States of America, and that the Government of the United States of America will consider that the notes signed on December 28, 1948, and August 30, 1949, modified and complemented by Your Excellency's note and this reply, constitute the Agreement on Cultural Cooperation in force between the two Governments, the Agreement to enter into force on the date of this note.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM P. ROGERS

*Secretary of State of the
United States of America*

His Excellency

EMILIO O. RABASA,

Secretary for Foreign Relations of Mexico.

CHILE

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Dated at Santiago March 28 and April 11, 1972;
Entered into force April 11, 1972;
Effective February 7, 1972.*

The American Embassy to the Chilean Ministry of Foreign Relations

No. 138

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations of the Republic of Chile and has the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971, [1] which includes a provision requiring payment to the United States Government in local currency of ten per cent of the value of grant military assistance and excess defense articles provided by the United States to the Government of Chile.

In accordance with that provision, it is proposed that the Government of Chile will deposit in an account to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in Chile for escudos on the date deposits are made, the following amounts in escudos: (a) in the case of any excess defense article given to the Government of Chile, an amount equal to ten per cent of the fair value of that article, as determined by the United States Government, and (b) in the case of a grant of military assistance to the Government of Chile, an amount equal to ten percent of each such grant. The Government of Chile will be notified quarterly of deliveries of defense articles and rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification of deliveries.

¹ 86 Stat. 26; 22 U.S.C. § 2321g.

It is further proposed that the amounts to be deposited may be used to pay official costs of the United States Government payable in escudos, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961. [1]

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Chile shall, together with this note, constitute an agreement between our Governments on this subject effective from and after February 7, 1972 and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Relations assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
SANTIAGO, March 28, 1972.

The Chilean Ministry of Foreign Relations to the American Embassy

REPUBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

RIA N° 7523

El Ministerio de Relaciones Exteriores saluda muy atentamente a la Embajada de los Estados Unidos de América y tiene el honor de acusar recibo de la atenta nota N° 138, de 28 de marzo próximo pasado, del tenor siguiente:

"La Embajada de los Estados Unidos de América saluda atentamente al Ministerio de Relaciones Exteriores de la República de Chile y tiene el honor de hacer referencia a las recientes conversaciones relacionadas con la ley de 1971 de los Estados Unidos sobre ayuda al exterior, la que incluye una disposición requiriendo el pago al Gobierno de los Estados Unidos en moneda local del diez por ciento del valor de asistencia militar y artículos excedentes de defensa proporcionados por Estados Unidos al Gobierno de Chile.

De conformidad con dicha disposición, proponemos que el Gobierno de Chile deposite en una cuenta que especificará el Gobierno de los Estados Unidos, a un tipo de cambio que no sea menos favorable para el Gobierno de los Estados Unidos que el mejor tipo legal de

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

cambio al cual se venden dólares de los Estados Unidos por agentes de cambio autorizados en Chile por escudos en la fecha en que se efectúan los depósitos, los montos siguientes en escudos: (a) en el caso de cualquier artículo excedente de defensa entregado al Gobierno de Chile, una cantidad igual al diez por ciento del valor justo de tal artículo, según lo determine el Gobierno de los Estados Unidos, y (b) en el caso de una subvención de asistencia militar al Gobierno de Chile, una cantidad igual al diez por ciento de cada una de tales subvenciones. El Gobierno de Chile recibirá una notificación trimestralmente sobre las entregas de artículos de defensa y la prestación de servicios de defensa, así como el valor de los mismos. Los depósitos en la cuenta del Gobierno de los Estados Unidos serán pagaderos a petición del Gobierno de los Estados Unidos. Dicha petición se hará, de hacerse, dentro del plazo de un año después de la anteriormente señalada notificación de las entregas.

Proponemos, además, que los montos que hayan de depositarse podrán utilizarse para pagar los costos oficiales del Gobierno de los Estados Unidos pagaderos en escudos, incluyendo, pero sin limitarse a ellos, todos los costos relacionados con el financiamiento de actividades internacionales educacionales y de intercambio cultural, según programas autorizados por la ley de 1961 de los Estados Unidos sobre intercambio mutuo educacional y cultural.

Proponemos, finalmente, que la respuesta del Ministerio declarando que lo que antecede es aceptable para el Gobierno de Chile, juntamente con esta nota, constituirán un acuerdo entre nuestros dos gobiernos sobre esta materia, el cual entrará en vigor el 7 de febrero de 1972, y a partir de esa fecha, y será aplicable a entregas de artículos de defensa y prestación de servicios de defensa financiados o acordados y entregados o prestados en o después de esa fecha.

La Embajada de los Estados Unidos se vale de esta oportunidad para reiterar al Ministerio de Relaciones Exteriores las seguridades de su más alta y distinguida consideración".

El Ministerio de Relaciones Exteriores se complace en expresar a la Embajada de los Estados Unidos de América su plena conformidad con los términos de la nota transcrita.

En consecuencia, de acuerdo con el contenido de esa nota, el Ministerio de Relaciones Exteriores entiende que la presente viene a constituir la materialización del acuerdo de los dos países sobre esta materia.

El Ministerio de Relaciones Exteriores aprovecha la oportunidad para reiterar a la Embajada de los Estados Unidos de América las seguridades de su más alta y distinguida consideración.

ENRIQUE BERNSTEIN

SANTIAGO, 11 Abr. 1972

*Translation***REPUBLIC OF CHILE
MINISTRY OF FOREIGN RELATIONS**

RIA No. 7523

The Ministry of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of note No. 138 of March 28, 1972, which reads as follows:

[For the English language text, see p. 930.]

The Ministry of Foreign Relations takes pleasure in informing the Embassy of the United States of America that it is in complete agreement with the terms of the note transcribed above.

Accordingly, pursuant to the contents of the note, the Ministry of Foreign Relations considers that this note constitutes an agreement between the two countries on this matter.

The Ministry of Foreign Relations avails itself of the opportunity to renew to the Embassy of the United States the assurances of its highest and most distinguished consideration.

ENRIQUE BERNSTEIN

SANTIAGO, *April 11, 1972*

TIAS 7381

MEXICO

Scientific and Technical Cooperation

*Agreement effected by exchange of notes
Signed at Washington June 15, 1972;
Entered into force June 15, 1972.*

The Mexican Secretary of Foreign Relations to the Secretary of State

SECRETARIA DE
RELACIONES EXTERIORES
MEXICO

WASHINGTON, D.C., a 15 de junio de 1972.

504460

"Año de Juarez"

SEÑOR SECRETARIO:

Tengo la honra de poner en conocimiento de Vuestra Excelencia que el Gobierno de los Estados Unidos Mexicanos, con el propósito de estrechar más aún los lazos de amistad, entendimiento y cooperación entre ambos países por medio de los intercambios en los campos de la ciencia y la tecnología, coadyuvando así a un mayor adelanto de sus pueblos en esos campos de actividad, desea someter a la consideración del de los Estados Unidos de América las siguientes propuestas:

1. - El Gobierno de México y el Gobierno de los Estados Unidos de América establecen un amplio Programa de Cooperación Científica y Técnica con fines pacíficos en áreas de mutuo interés. El Programa se sujetará a los principios generales especificados en el presente Acuerdo. Los órganos nacionales autorizados por los Gobiernos fijarán, por la vía diplomática, las áreas, los términos, condiciones y procedimientos de ejecución de cada uno de sus proyectos del Programa.
2. - El Programa tiene como objetivos: incrementar la capacidad científica y técnica de los dos países para fortalecer su desarrollo económico y social; intensificar las relaciones entre los científicos y técnicos de ambos países y propiciar oportunidades adicionales para un mejor aprovechamiento de los esfuerzos conjuntos, mediante el intercambio de personas, ideas, conocimientos, experiencias e información.
3. - Los dos Gobiernos establecerán una Comisión Mixta para la formulación, orientación y revisión del Programa. La Comisión se

reunirá, según las necesidades del mismo, en México y en los Estados Unidos de América, alternativamente. La Comisión se reunirá a iniciativa de cualquiera de los dos Gobiernos y estará formada por miembros mexicanos y estadounidenses designados, por la vía diplomática, en ocasión de cada una de las reuniones.

4. — La Comisión Mixta examinará los asuntos relacionados con la ejecución del Programa; determinará el plan de las actividades que deban emprenderse; revisará periódicamente el Programa en su conjunto, y hará recomendaciones a los dos Gobiernos. Asimismo, podrá sugerir la celebración de reuniones especiales sobre un proyecto o tema específicos.

5. — Cada Gobierno designará un órgano ejecutivo que será responsable de la coordinación y de la ejecución de la parte del Programa correspondiente a ese Gobierno. Los órganos ejecutivos trabajarán en estrecha coordinación en la planeación y ejecución del Programa total, e informarán conjunta y periódicamente a la Comisión Mixta.

6. — El Programa podrá incluir el intercambio de científicos y técnicos, desarrollo de proyectos conjuntos de investigación y/o formación de personal, reuniones conjuntas y cualquier otra actividad, tal como el intercambio masivo de jóvenes técnicos, que promueva y adelante los objetivos del Programa.

7. — Los científicos y técnicos que participen en el Programa podrán pertenecer a órganos gubernamentales, instituciones académicas o empresas privadas de ambos países. Los científicos y técnicos no podrán dedicarse en el país que los recibe, a ninguna otra actividad ajena a sus funciones oficiales, sin la previa autorización de los dos Gobiernos.

8. — Los dos Gobiernos acordarán proyectos de investigación conjunta, para ser desarrollados en forma cooperativa, en los temas que sean de común interés y de acuerdo con las condiciones que para cada caso se establezcan.

9. — Cada Gobierno facilitará la entrada y salida de los científicos, los técnicos y el equipo procedentes del otro país, previamente seleccionados con aquiescencia de ambos Gobiernos y que por acuerdo específico vayan a ser empleados en cualquier actividad conjunta. Estas medidas incluyen la exención del pago de derechos aduanales y migratorios, dentro de las posibilidades que concedan las leyes respectivas.

10. — Cada Gobierno se compromete a mantener informado al Otro de las investigaciones que sus nacionales, en misión dentro del Programa y previo permiso de las autoridades competentes, realicen o pretendan realizar en el territorio del Otro y a dar detalles del plan, desarrollo y resultados de dichas investigaciones. Los mecanismos y procedimientos para cumplir esta disposición serán establecidos en un arreglo complementario al presente Acuerdo.

11. - Cada Gobierno financiará el costo del desempeño de su responsabilidad en la ejecución del Programa, a menos que existan acuerdos particulares sobre la forma de financiamiento de determinados proyectos. Los dos Gobiernos harán las previsiones financieras necesarias para el cumplimiento de la parte que les corresponda en el Programa.

12. - Los Gobiernos podrán invitar a organismos y agencias internacionales, cuyas funciones y actividades sean acordes con las del presente Acuerdo, para que participen en algunos proyectos del Programa, siempre y cuando tomen a su cargo la parte del financiamiento que les corresponda. La misma disposición será aplicable a instituciones educativas y privadas. En todo caso, la participación de terceros estará sujeta a la aprobación de los dos Gobiernos.

13. - La información científica y técnica derivada de las actividades conjuntas dentro del Programa, será, de común acuerdo, puesta a la disposición de la comunidad mundial científica y técnica.

14. - Ninguna de las disposiciones de este Acuerdo, o de los arreglos concertados conforme al mismo, podrán ser interpretadas en perjuicio de otros arreglos de cooperación científica y técnica que existan o puedan existir entre instituciones de los dos países.

15. - Los términos del presente Acuerdo podrán ser modificados, por mutuo consentimiento, a petición de cualquiera de los dos Gobiernos.

16. - El presente Acuerdo podrá darse por terminado a petición de cualquiera de los Gobiernos mediante notificación por escrito con seis meses de anticipación. Los proyectos en proceso de ejecución a la fecha en que se dé por terminado el Acuerdo continuarán hasta su conclusión, conforme a los plazos convenidos.

En caso de que Vuestra Excelencia considere aceptables las anteriores propuestas mi Gobierno estimará que la presente nota y la respuesta de Vuestra Excelencia comunicando su conformidad, constituyen un Acuerdo de Cooperación Científica y Técnica entre los Estados Unidos Mexicanos y los Estados Unidos de América, el cual entrará en vigor en la fecha de Vuestra respuesta.

Reitero a Vuestra Excelencia el testimonio de mi más alta y distinguida consideración.

E. O. RABASA

Emilio O. Rabasa,
Secretario de Relaciones Exteriores.

Excelentísimo señor

WILLIAM P. ROGERS,

*Secretario de Estado de
los Estados Unidos de América,
Ciudad.*

*The Secretary of State to the Mexican Secretary for Foreign Relations*DEPARTMENT OF STATE
WASHINGTON

JUNE 15, 1972

EXCELLENCY:

I have the honor to refer to Your Excellency's note of today's date, which reads in translation as follows:

"I have the honor to inform Your Excellency that the Government of the United Mexican States, desiring to strengthen further the ties of friendship, understanding, and cooperation existing between the two countries by means of exchanges in the fields of science and technology, thus contributing to greater progress by their peoples in these fields of activity, wishes to submit to the Government of the United States for its consideration the following proposals:

"1. The Government of Mexico and the Government of the United States of America hereby establish a broad Program of Scientific and Technical Cooperation for peaceful purposes in areas of mutual interest. This Program shall be subject to the general principles set forth herein. National agencies authorized by the Governments shall establish, through diplomatic channels, the areas and the terms, conditions, and procedures of implementation of each of their projects of the Program.

"2. The purposes of the Program are to: increase the scientific and technical capacity of the two countries in order to strengthen their economic and social development; intensify relations between the scientists and technicians of the two countries; and provide additional opportunities to make better use of combined efforts through the exchange of persons, ideas, skills, experience, and information.

"3. The two Governments will establish a Mixed Commission for the formulation, orientation, and review of the Program. The Commission will meet whenever necessary, alternately in Mexico and the United States. The Commission will meet at the request of either Government and will be made up of Mexicans and Americans appointed, through diplomatic channels, whenever a meeting is held.

"4. The Mixed Commission will examine matters relating to the execution of the Program; determine the plan of activities to be undertaken; examine periodically the Program as a whole, and make recommendations to the two Governments. It may also suggest that special meetings be held on a specific project or subject.

"5. Each Government will appoint an Executive Agency, which shall be responsible for coordinating and implementing its part of the

TIAS 7302

Program. The Executive Agencies will work closely together in planning and implementing the entire Program and will report jointly and periodically to the Mixed Commission.

"6. The Program may include the exchange of scientists and technicians, the execution of joint research and/or personnel training projects, joint meetings, and any other activity, such as the large-scale exchange of young technicians, that will promote and further the Program objectives.

"7. Scientists and technicians who participate in the Program may belong to government agencies, academic institutions, or private companies of the two countries. These scientists and technicians may not engage in any activity outside of their official duties in the host country without the prior authorization of the two Governments.

"8. The two Governments will agree on joint research projects to be developed cooperatively, on subjects of common interest, in accordance with the conditions established in each case.

"9. Each Government will take measures to facilitate the entry and departure of scientists and technicians and the equipment from the other country which, previously selected with the consent of both Governments is, by specific agreement, going to be utilized in any joint activity. These measures include exemption from payment of customs duty and immigration fees, insofar as possible under existing law.

"10. Each Government agrees to keep the other Government informed of the investigations which its nationals, on a mission under the Program which has the prior approval of the competent authorities, carry out or endeavor to carry out in the territory of the other, and to provide details regarding the plan, execution and results of those investigations. The mechanisms and procedures for the implementation of this provision shall be established in an arrangement supplementing this Agreement.

"11. Each Government will finance the cost of carrying out its responsibilities in the execution of the Program, unless there are particular agreements concerning the means of financing certain projects. The two Governments will make the necessary financial provisions for carrying out their part of the Program.

"12. The Governments may invite international organizations and agencies, whose functions and activities are in keeping with those of this Agreement, to participate in certain projects of the Program, provided they assume responsibility for their portion of the financing. The same will be applicable to educational and private institutions. In any case, participation by third parties shall be subject to approval by the two Governments.

“13. Scientific and technical information derived from joint activities under the Program shall, by mutual agreement, be made available to the world scientific and technical community.

“14. None of the provisions of this Agreement, or of arrangements concluded under this Agreement, may be interpreted in such a manner as to interfere with any other arrangements for scientific and technical cooperation that now exist or may exist between agencies, institutions, and private companies of the two countries.

“15. The terms of this Agreement may be modified, by mutual consent, at the request of either Government.

“16. This Agreement may be terminated at the request of either Government upon six months' written notice. Any projects that are in the process of being implemented when the Agreement is terminated shall continue until their agreed conclusion.

“If Your Excellency considers the above-mentioned proposals acceptable, my Government will regard this note and Your Excellency's reply stating your concurrence as constituting an Agreement for Scientific and Technical Cooperation between the United Mexican States and the United States of America, which shall enter into effect on the date of your reply.

“I renew to Your Excellency the assurance of my highest and most distinguished consideration.”

I have the honor to confirm that my Government accepts the above-mentioned proposals and will regard Your Excellency's note and this reply as constituting an agreement between our two Governments, which shall enter into force on the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM P. ROGERS

*Secretary of State of the
United States of America*

His Excellency

EMILIO O. RABASA,
*Secretary for Foreign
Relations of Mexico.*

BARBADOS

Air Transport Services

***Understanding effected by exchange of notes
Dated at Bridgetown April 14 and 27, 1972;
Entered into force April 27, 1972.***

The American Embassy to the Barbadian Ministry of External Affairs

No. 38

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of Barbados and has the honor to refer to discussions held April 13 and 14, 1972, in Barbados between representatives of the Governments of Barbados and the United States of America concerning air transport relations between the two countries. These representatives reached the following understanding:

1. Air transport relations should be established on the basis of an Air Transport Agreement between the two Governments within a framework designed to meet the concerns and interests of the two Governments.
2. The two Governments will commence negotiations for an Air Transport Agreement (which may not include a Route Schedule) in Washington on 19th June, 1972. The Agreement will be based on the Bermuda principles.
3. Discussions will also be held between the two Governments concerning a framework within which to treat the question of substantial ownership and effective control of national airlines. These discussions will take place during the negotiations for an Air Transport Agreement.
4. After these discussions have taken place, and if the Barbados Government has indicated that there is a Barbadian airline interested in operating to the United States, negotiations for the formal exchange of route rights will take place at the time of the negotiations mentioned in paragraph 2 above.
5. In any event, negotiations for the formal exchange of route rights will commence not later than three months after Barbados has indi-

ated that there is a Barbadian airline interested in operating to the United States.

6. The Barbados Government grants to the United States Government the following route rights to be exercised by United States designated and approved airlines:

- (a) New York/Bridgetown/Port of Spain and return;
- (b) Miami/San Juan/Antigua/Bridgetown and return;
- (c) San Juan/St. Thomas/St. Croix/St. Marten/Antigua/Guadeloupe/Martinique/St. Lucia/Bridgetown and return.

In the exercise of these rights, the airlines will operate scheduled services. These rights will continue in force until a Route Schedule to the Air Transport Agreement is established and becomes effective. The Government of Barbados, however, may withdraw any or all of these rights if the negotiations for an Air Transport Agreement, including the Route Schedule to such Agreement, fail to reach a satisfactory conclusion within a reasonable time of their commencement.

7. The grant of the above rights shall be without prejudice to any negotiations for an Air Transport Agreement, including the Route Schedule to such Agreement.

8. The exercise of the rights granted in paragraph 6 above will be subject to the following understandings:

(a) Consistent with Article 11 of the Chicago Convention [¹] United States airlines will comply with the provisions of the Air Navigation (Licensing of Air Services) Regulations, 1959, of Barbados and with all other applicable laws and regulations of Barbados;

(b) The fares and rates to be charged by the United States airlines between Barbados and the various points on the routes operated by them shall be submitted to and be approved by the Air Transport Licensing Authority of Barbados before they are put into effect; it being understood that, without prejudice to the right to take unilateral action, informal consultations between the respective authorities on each side would be a suitable means of attempting to resolve any differences which might arise.

This understanding is acceptable to the Government of the United States. If it is also acceptable to the Government of Barbados, the Embassy has the honor to propose that this note, and the Ministry's reply thereto to that effect, constitute an understanding between the two Governments, which shall enter into force on the date of the Ministry's reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs of Barbados the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
BRIDGETOWN, *April 14, 1972*

¹ TIAS 1501; 61 Stat. 1183.

The Barbadian Ministry of External Affairs to the American Embassy

No. 3032/8 Vol. IV

The Ministry of External Affairs of Barbados presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 38 of 14th April, 1972, which Note reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of Barbados and has the honour to refer to discussions held April 13 and 14, 1972, in Barbados between representatives of the Governments of Barbados and the United States of America concerning air transport relations between the two countries. These representatives reached the following understanding:

1. Air transport relations should be established on the basis of an Air Transport Agreement between the two Governments within a framework designed to meet the concerns and interests of the two Governments.

2. The two Governments will commence negotiations for an Air Transport Agreement (which may not include a Route Schedule) in Washington on 19th June, 1972. The Agreement will be based on the Bermuda principles.

3. Discussions will also be held between the two Governments concerning a framework within which to treat the question of substantial ownership and effective control of national airlines. These discussions will take place during the negotiations for an Air Transport Agreement.

4. After these discussions have taken place, and if the Barbados Government has indicated that there is a Barbadian airline interested in operating to the United States, negotiations for the formal exchange of route rights will take place at the time of the negotiations mentioned in paragraph 2 above.

5. In any event, negotiations for the formal exchange of route rights will commence not later than three months after Barbados has indicated that there is a Barbadian airline interested in operating to the United States.

6. The Barbados Government grants to the United States Government the following route rights to be exercised by United States designated and approved airlines:

- (a) New York/Bridgetown/Port of Spain and return;
- (b) Miami/San Juan/Antigua/Bridgetown and return;
- (c) San Juan/St. Thomas/St. Croix/St. Marten/Antigua/Guadeloupe/Martinique/St. Lucia/Bridgetown and return.

In exercise of these rights, the airlines will operate scheduled services. These rights will continue in force until a Route Schedule to the Air Transport Agreement is established and becomes effective. The Government of Barbados, however, may withdraw any or all of these rights if the negotiations for an Air Transport Agreement, including the Route Schedule to such Agreement, fail to reach a satisfactory conclusion within a reasonable time of their commencement.

7. The grant of the above rights shall be without prejudice to any negotiations for an Air Transport Agreement, including the Route Schedule to such Agreement.

8. The exercise of the rights granted in paragraph 6 above will be subject to the following understandings:

- (a) Consistent with Article 11 of the Chicago Convention United States airlines will comply with the provisions of the Air Navigation (Licensing of Air Services) Regulations, 1959, of Barbados and with all other applicable laws and regulations of Barbados;
- (b) The fares and rates to be charged by the United States airlines between Barbados and the various points on the routes operated by them shall be submitted to and be approved by the Air Transport Licensing Authority before they are put into effect; it being understood that, without prejudice to the right to take unilateral action, informal consultations between the respective authorities on each side would be a suitable means of attempting to resolve any differences which might arise.

This understanding is acceptable to the Government of the United States. If it is also acceptable to the Government of Barbados, the Embassy has the honour to propose that this note, and the Ministry's reply thereto to that effect, constitute an understanding between the two Governments, which shall enter into force on the date of the Ministry's reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs of Barbados the assurances of its highest consideration."

At the discussions which were held on 13th and 14th April, the representatives of the two Governments agreed that under paragraph 6 of the Understanding set out above, the Government of Barbados may withdraw any or all of the rights mentioned in that paragraph where the Government of the United States failed to sign the Air Transport Agreement within a reasonable time after it had been negotiated and initialled by representatives of the two Governments.

The Ministry of External Affairs has the honour to state that the agreement referred to in paragraph 2 of this Note and the Understanding which is set out in the Embassy's Note under reference, are acceptable to the Government of Barbados. Accordingly, the Embassy's Note and this Note will be regarded by the Government of Barbados as constituting an understanding between the two Governments, which shall enter into force on this day's date.

The Ministry of External Affairs of Barbados avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

MINISTRY OF EXTERNAL AFFAIRS,
BARBADOS.

April 27, 1972.



REPUBLIC OF CHINA

Atomic Energy: Cooperation for Civil Uses

*Agreement signed at Washington April 4, 1972;
Entered into force June 22, 1972.*

AGREEMENT FOR COOPERATION BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF CHINA
CONCERNING CIVIL USES OF ATOMIC ENERGY

Whereas the Government of the United States of America and the Government of the Republic of China signed an "Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of China Concerning Civil Uses of Atomic Energy" on July 18, 1955, which was amended by the Agreements signed on December 8, 1958, June 11, 1960, May 31, 1962, June 8, 1964 and August 25, 1966;^[1] and

Whereas the Government of the United States of America and the Government of the Republic of China desire to pursue a research and development program looking toward the realization of peaceful and humanitarian uses of atomic energy, including the design, construction, and operation of power-producing reactors and research reactors, and the exchange of information relating to the development of other peaceful uses of atomic energy; and

Whereas the Government of the United States of America and the Government of the Republic of China are desirous of entering into this Agreement to cooperate with each other to attain the above objectives; and

Whereas the Parties desire this Agreement to supersede the "Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of China Concerning Civil Uses of Atomic Energy" signed on July 18, 1955, as amended;

The Parties agree as follows:

¹ TIAS 3807, 4176, 4514, 5105, 5623, 6099; 6 UST 2617; 10 UST 152; 11 UST 1768; 13 UST 1469; 15 UST 1467; 17 UST 1404.

ARTICLE I

For the purposes of this Agreement:

(1) "Parties" means the Government of the United States of America, including the Commission on behalf of the Government of the United States of America, and the Government of the Republic of China. "Party" means one of the above Parties.

(2) "Commission" means the United States Atomic Energy Commission.

(3) "Atomic weapon" means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

(4) "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material.

(5) "Equipment and devices" and "equipment or devices" mean any instrument, apparatus, or facility, and include any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof.

(6) "Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government corporation but does not include the Parties to this Agreement.

(7) "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is maintained by utilizing uranium, plutonium, or thorium, or any combination of uranium, plutonium, or thorium.

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(8) "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons, (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.

(9) "Safeguards" means a system of controls designed to assure that any materials, equipment and devices committed to the peaceful uses of atomic energy are not used to further any military purpose.

(10) "Source material" means (1) uranium, thorium, or any other material which is determined by the Commission or the Government of the Republic of China to be source material, or (2) ores containing one or more of the foregoing materials, in such concentration as the Commission or the Government of the Republic of China may determine from time to time.

(11) "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission or the Government of the Republic of China determines to be special nuclear material, or (2) any material artificially enriched by any of the foregoing.

(12) "Superseded Agreement" means the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of China signed by the Parties on July 18, 1955, as amended by the Agreements signed on December 8, 1958, June 11, 1960, May 31, 1962, June 8, 1964 and August 25, 1966.

ARTICLE II

A. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, and license requirements in force in their respective countries, the Parties shall cooperate with each other in the achievement of the uses of atomic energy for peaceful purposes.

B. Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred, and no services shall be furnished, under this Agreement, if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate.

ARTICLE III

Subject to the provisions of Article II, the Parties may exchange unclassified information with respect to the application of atomic energy to peaceful uses and the considerations of health and safety connected therewith. The exchange of information provided for in this Article will be accomplished through various means, including reports, conferences, and visits to facilities, and may include information in the following fields:

(1) Development, design, construction, operation, and use of research, materials testing, experimental, demonstration power, and power reactors, and reactor experiments;

(2) The use of radioactive isotopes and source material, special nuclear material, and byproduct material in physical and biological research, medicine, agriculture, and industry; and

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(3) Health and safety considerations related to the foregoing.

ARTICLE IV

A. Materials of interest in connection with the subjects of agreed exchange of information, as provided in Article III and subject to the provisions of Article II, including source material, heavy water, byproduct material, other radioisotopes, stable isotopes, and special nuclear material for purposes other than fueling reactors and reactor experiments, may be transferred between the Parties for defined applications in such quantities and under such terms and conditions as may be agreed when such materials are not commercially available.

B. Subject to the provisions of Article II and under such terms and conditions as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties may be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available when such facilities are not commercially available.

C. With respect to the subjects of agreed exchange of information as provided in Article III and subject to the provisions of Article II, equipment and devices may be transferred from one Party to the other under such terms and conditions as may be agreed. It is recognized that such transfers will be subject to limitations which may arise from shortages of supplies or other circumstances existing at the time.

ARTICLE V

The application or use of any information (including design drawings and specifications), and any material, equipment and devices, exchanged or transferred between the Parties under this Agreement or the superseded Agreement shall be the responsibility

of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information and does not warrant the suitability of such information, material, equipment and devices for any particular use or application.

ARTICLE VI

A. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of equipment and devices and materials other than special nuclear material and for the performance of services with respect thereto.

B. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of special nuclear material and for the performance of services with respect thereto for the uses specified in Articles IV and VII and subject to the relevant provisions of Article VIII and to the provisions of Article IX.

C. The Parties agree that the activities referred to in paragraphs A and B of this Article shall be subject to the limitations in Article II and to the policies of the Parties with regard to transactions involving the authorized persons referred to in paragraphs A and B of this Article.

ARTICLE VII

A. During the period of this Agreement, and as set forth below, the Commission will supply to the Government of the

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Republic of China or, pursuant to Article VI, to authorized persons under its jurisdiction, under such terms and conditions as may be agreed, all of the requirements of the Republic of China for uranium enriched in the isotope U-235 for use as fuel in the power reactor program described in the Appendix to this Agreement, which Appendix, subject to the quantity limitation established in Article IX, may be amended from time to time by mutual consent of the Parties without modification of this Agreement.

(1) The Commission will supply such uranium enriched in the isotope U-235 by providing, to the same extent as for United States licensees, for the production or enrichment, or both, of uranium enriched in the isotope U-235 for the account of the Government of the Republic of China or such authorized persons. (Upon timely advice that any natural uranium required with respect to any particular delivery of enriched uranium under such service arrangements is not reasonably available to the Government of the Republic of China or any such authorized persons, the Commission will be prepared to furnish the required natural uranium on terms and conditions to be agreed.)

(2) Notwithstanding the provisions of paragraph A(1) of this Article, if the Government of the Republic of China or such authorized persons so request, the Commission, at its election, may sell the uranium enriched in the isotope U-235 under such terms and conditions as may be agreed.

B. As may be agreed, the Commission will transfer to the Government of the Republic of China or to authorized persons under its jurisdiction uranium enriched in the isotope U-235

for use as fuel in defined research applications, including research, materials testing, and experimental reactors and reactor experiments. The terms and conditions of each transfer shall be agreed upon in advance, it being understood that, in the event of transfer of title to uranium enriched in the isotope U-235, the Commission shall have the option of limiting the arrangements to undertakings such as those described in paragraph A(1) of this Article.

C. It is understood that the Commission may transfer to a person or persons under the jurisdiction of the Government of the United States of America such of its responsibilities under this Agreement with respect to the supply of special nuclear material, including the provision of enrichment services, as the Commission deems desirable.

ARTICLE VIII

A. With respect to transfers by the Commission of uranium enriched in the isotope U-235 provided for in Article VI, paragraph B and Article VII, it is understood that:

(1) Contracts specifying quantities, enrichments, delivery schedules, and other terms and conditions of supply or service will be executed on a timely basis between the Commission and the Government of the Republic of China or persons authorized by it, and

(2) Prices for uranium enriched in the isotope U-235 sold or charges for enrichment services performed will be those in effect for users in the United States of America at the time of delivery. The advance notice required for delivery will be that in effect for users in the United States of America at the time of giving such notice. The Commission may agree to supply uranium enriched in the

isotope U-235 or perform enrichment services upon shorter notice, subject to assessment of such surcharge to the usual base price or charge as the Commission may consider reasonable to cover abnormal costs incurred by the Commission by reason of such shorter notice.

B. Should the total quantity of uranium enriched in the isotope U-235 which the Commission has agreed to provide pursuant to this Agreement and other Agreements for Cooperation reach the maximum quantity of uranium enriched in the isotope U-235 which the Commission has available for such purposes, and should contracts covering the adjusted net quantity specified in Article IX not have been executed, the Commission may request, upon appropriate notice, that the Government of the Republic of China or persons authorized by it execute contracts for all or any part of such uranium enriched in the isotope U-235 as is not then under contract. It is understood that, should contracts not be executed in accordance with a request by the Commission hereunder, the Commission shall be relieved of all obligations with respect to the uranium enriched in the isotope U-235 for which contracts have been so requested.

C. The enriched uranium supplied hereunder may contain up to twenty percent (20%) in the isotope U-235. A portion of the uranium enriched in the isotope U-235 supplied hereunder may be made available as material containing more than twenty percent (20%) in the isotope U-235 when the Commission finds there is a technical or economic justification for such a transfer.

D. It is understood, unless otherwise agreed, that, in order to assure the availability of the entire quantity of uranium

enriched in the isotope U-235 allocated hereunder for a particular reactor project described in the Appendix, it will be necessary for the construction of the project to be initiated in accordance with the schedule set forth in the Appendix and for the Government of the Republic of China or persons authorized by it to execute a contract for that quantity in time to allow the Commission to provide the material for the first fuel loading. It is also understood that, if the Government of the Republic of China or persons authorized by it desire to contract for less than the entire quantity of uranium enriched in the isotope U-235 allocated for a particular project or terminate the supply contract after execution, the remaining quantity allocated for that project shall cease to be available and the maximum adjusted net quantity of U-235 provided for in Article IX shall be reduced accordingly, unless otherwise agreed.

E. Within the limitations contained in Article IX, the quantity of uranium enriched in the isotope U-235 transferred under Article VI, paragraph B or Article VII and under the jurisdiction of the Government of the Republic of China for the fueling of reactors or reactor experiments shall not at any time be in excess of the quantity thereof necessary for the loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the Parties, is necessary for the efficient and continuous operation of such reactors or reactor experiments.

F. When any special nuclear material received from the United States of America pursuant to this Agreement or the superseded Agreement requires reprocessing, or any irradiated fuel elements containing fuel material received from the United

States of America pursuant to this Agreement or the superseded Agreement are to be removed from a reactor and are to be altered in form or content, such reprocessing or alteration shall be performed in facilities acceptable to both Parties upon a joint determination of the Parties that the provisions of Article XI may be effectively applied.

G. Special nuclear material produced as a result of irradiation processes in any part of the fuel that may be leased by the Commission under this Agreement or the superseded Agreement shall be for the account of the lessee and, after reprocessing as provided in paragraph F of this Article, title to such produced material shall be in the lessee unless the Commission and the lessee otherwise agree.

H. No special nuclear material produced through the use of material transferred to the Government of the Republic of China or to authorized persons under its jurisdiction, pursuant to this Agreement or the superseded Agreement, will be transferred to the jurisdiction of any other nation or group of nations, except as the Commission may agree to such a transfer.

I. Some atomic energy materials which the Commission may be requested to provide in accordance with this Agreement, or which have been provided by the Commission under the superseded Agreement, are harmful to persons and property unless handled and used carefully. After delivery of such materials, the Government of the Republic of China shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any special nuclear material or fuel elements which the Commission may, pursuant to this Agreement, lease to the Government of the Republic of China or to any person under its

jurisdiction, or may have leased pursuant to the superseded Agreement to the Government of the Republic of China or to any person under its jurisdiction, the Government of the Republic of China shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease and the possession and use of such special nuclear material or fuel elements after delivery by the Commission to the Government of the Republic of China or to any person under its jurisdiction.

ARTICLE IX

The adjusted net quantity of U-235 in enriched uranium transferred from the United States of America to the Republic of China under Articles IV, VI, and VII during the period of this Agreement for Cooperation or under the superseded Agreement shall not exceed in the aggregate 22,450 kilograms. The following method of computation shall be used in calculating transfers, within the ceiling quantity of 22,450 kilograms of U-235, made under the said Article or the superseded Agreement:

From:

- (1) The quantity of U-235 contained in enriched uranium transferred under the said Articles or the superseded Agreement, minus
- (2) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay,

Subtract:

- (3) The aggregate of the quantities of U-235 contained in recoverable uranium of United States origin either returned to the United

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States of America or transferred to any other nation or group of nations with the approval of the Government of the United States of America pursuant to this Agreement or the superseded Agreement, minus

- (4) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay.

ARTICLE X

The Government of the Republic of China guarantees that:

- (1) Safeguards provided in Article XI shall be maintained.
- (2) No material, including equipment and devices, transferred to the Government of the Republic of China or authorized persons under its jurisdiction by purchase or otherwise pursuant to this Agreement or the superseded Agreement, and no special nuclear material produced through the use of such material, equipment or devices, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.
- (3) No material, including equipment and devices, transferred to the Government of the Republic of China or to authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Republic of China except as the Commission may agree to such a transfer to the jurisdiction of another nation or group of nations, and then only if, in the opinion of the Commission, the transfer of the material is within the scope of an Agreement for Cooperation between the Government of the United States of America and the other nation or group of nations.

ARTICLE XI

A. The Government of the United States of America and the Government of the Republic of China emphasize their common interest in assuring that any material, equipment or devices made available to the Government of the Republic of China or any person under its jurisdiction pursuant to this Agreement or the superseded Agreement shall be used solely for civil purposes.

B. Except to the extent that the safeguards rights provided for in this Agreement are suspended by virtue of the application of safeguards of the International Atomic Energy Agency, as provided in Article XII, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following rights:

(1) With the objective of assuring design and operation for civil purposes and permitting effective application of safeguards, to review the design of any

(a) reactor, and

(b) other equipment and devices the design

of which the Commission determines to be relevant to the effective application of safeguards,

which are to be made available under this Agreement, or have been made available under the superseded Agreement, to the Government of the Republic of China or to any person under its jurisdiction by the Government of the United States of America or any person under its jurisdiction, or which are to use, fabricate, or process any of the following materials so made available: source material, special nuclear material, moderator material, or other material designated by the Commission;

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(2) With respect to any source material or special nuclear material made available to the Government of the Republic of China or to any person under its jurisdiction under this Agreement or the superseded Agreement by the Government of the United States of America or any person under its jurisdiction and any source material or special nuclear material utilized in, recovered from, or produced as a result of the use of any of the following materials, equipment or devices so made available:

(a) source material, special nuclear material, moderator material, or other material designated by the Commission,

(b) reactors, and

(c) any other equipment or devices designated by the Commission as an item to be made available on the condition that the provisions of this paragraph B(2) will apply,

(i) to require the maintenance and production of operating records and to request and receive reports for the purpose of assisting in ensuring accountability for such materials, and

(ii) to require that any such material in the custody of the Government of the Republic of China or any person under its jurisdiction be subject to all of the safeguards provided for in this Article and the guarantees set forth in Article X;

(3) To require the deposit in storage facilities designated by the Commission of any of the special nuclear material referred to in paragraph B(2) of this Article

which is not currently utilized for civil purposes in the Republic of China and which is not transferred pursuant to Article VIII or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;

(4) To designate, after consultation with the Government of the Republic of China, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of the Republic of China, shall have access in the Republic of China to all places and data necessary to account for the source material and special nuclear material which are subject to paragraph B(2) of this Article to determine whether there is compliance with this Agreement and to make such independent measurements as may be deemed necessary;

(5) In the event of noncompliance with the provisions of this Article or the guarantees set forth in Article X and the failure of the Government of the Republic of China to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and to require the return of any materials, equipment and devices referred to in paragraph B(2) of this Article;

(6) To consult with the Government of the Republic of China in the matter of health and safety.

C. The Government of the Republic of China undertakes to facilitate the application of safeguards provided for in this Article.

D. The personnel designated by the Government of the United States of America in accordance with paragraph B(4) of

this Article shall not, except pursuant to their responsibilities to that government, disclose any industrial secret or other confidential information coming to their knowledge by reason of their duties under that paragraph.

ARTICLE XII

A. The Government of the United States of America and the Government of the Republic of China note that, by an agreement signed by them and the International Atomic Energy Agency on September 21, 1964,^[1] the Agency has been applying safeguards to materials, equipment and facilities transferred to the jurisdiction of the Government of the Republic of China under the superseded Agreement. The Parties, recognizing the desirability of continuing to make use of the facilities and services of the International Atomic Energy Agency, agree that Agency safeguards shall continue to apply to materials, equipment and facilities transferred under the superseded Agreement or to be transferred under this Agreement.

B. The continued application of Agency safeguards pursuant to this Article will be accomplished either as provided in the above-mentioned trilateral agreement among the Parties and the Agency, as it may be amended from time to time or supplanted by a new trilateral agreement,^[2] or as provided in an agreement entered into between the International Atomic Energy Agency and the Government of the Republic of China pursuant to Article III of the Treaty on the Non-Proliferation of Nuclear Weapons.^[3] It is understood that, without modification of this Agreement, the safeguards rights accorded to the Government of the United States of America by Article XI of this Agreement will be suspended during the time and to the extent that the Government

¹ TIAS 5882; 16 UST 1616.

² TIAS 7228; 22 UST 1837.

³ TIAS 6889; 21 UST 487.

of the United States of America agrees that the need to exercise such rights is satisfied by a safeguards agreement as contemplated in this paragraph.

C. In the event the applicable safeguards agreement referred to in paragraph B of this Article should be terminated prior to the expiration of this Agreement and the Parties should fail to agree promptly upon a resumption of Agency safeguards, either Party may, by notification, terminate this Agreement. In the event of such termination by either Party, the Government of the Republic of China shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this Agreement or the superseded Agreement and still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of the Republic of China or the persons under its jurisdiction for their interest in such material so returned at the Commission's schedule of prices then in effect in the United States of America.

ARTICLE XIII

The rights and obligations of the Parties provided for under this Agreement shall extend, to the extent applicable, to cooperative activities initiated under the superseded Agreement, including, but not limited to, information, materials, equipment and devices transferred thereunder.

ARTICLE XIV

The "Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic

of China Concerning Civil Uses of Atomic Energy" signed on July 18, 1955, as amended, is superseded by this Agreement on the date this Agreement enters into force.

ARTICLE XV

This Agreement shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for entry into force of such Agreement^[1] and shall remain in force for a period of thirty (30) years.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this Agreement.

DONE at Washington, in duplicate, this fourth day of April, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Marshall Green^[2]
James R. Schlesinger^[3]

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA:

James C. H. Shen^[4]

Shen
James C. H. Shen
Shen

¹ June 22, 1972.

² Marshall Green

³ James R. Schlesinger.

⁴ James C. H. Shen.

APPENDIX

REPUBLIC OF CHINA'S ENRICHED URANIUM POWER REACTOR PROGRAM

	(1)	(2)	(3)	(4)
	<u>REACTORS</u>	<u>START OF CONSTRUCTION</u>	<u>CRITICALITY DATE</u>	<u>TOTAL KGS. U-235 REQUIRED</u>
A.	Chin Shan I 600 MWe, BWR	1970	1975	11,500
B.	Chin Shan II 600 MWe, BWR	1973	1978	<u>10,700</u>
			Total	22,200

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JAPAN

Double Taxation: Income

Convention signed at Tokyo March 8, 1971;
Ratification advised by the Senate of the United States of America
November 29, 1971;
Ratified by the President of the United States of America Decem-
ber 28, 1971;
Ratified by Japan June 2, 1972;
Ratifications exchanged at Washington June 9, 1972;
Proclaimed by the President of the United States of America
July 25, 1972;
Entered into force July 9, 1972.
With exchanges of notes.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention between the United States of America and Japan for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income was signed at Tokyo on March 8, 1971, the text of which Convention is annexed;

The Senate of the United States of America by its resolution of November 29, 1971, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Convention;

The Convention was duly ratified by the President of the United States of America on December 28, 1971, and was duly ratified on the part of Japan;

It is provided in Article 28 of the Convention that the Convention shall enter into force on the thirtieth day after the date on which instruments of ratification are exchanged;

The instruments of ratification of the Convention were duly exchanged at Washington on June 9, 1972, and the Convention accordingly enters into force on July 9, 1972;

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Convention of March 8, 1971 between the United States of America and Japan to the end that

it shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-fifth day of July in the year of our Lord one thousand nine hundred seventy-two and of the Independence of the United States of America the one hundred ninety-seventh.

[SEAL]

RICHARD NIXON

By the President:

WILLIAM P ROGERS

Secretary of State

CONVENTION BETWEEN THE UNITED STATES OF
AMERICA AND JAPAN FOR THE AVOIDANCE OF
DOUBLE TAXATION AND THE PREVENTION OF
FISCAL EVASION WITH RESPECT TO TAXES ON
INCOME

The United States of America and Japan,
Desiring to conclude a new convention for
the avoidance of double taxation and the pre-
vention of fiscal evasion with respect to
taxes on income,

Have agreed upon the following articles:

Article 1

(1) The taxes which are the subject of this
Convention are:

(a) In the case of the United States,
the Federal income taxes imposed by the
Internal Revenue Code, hereinafter referred
to as "United States tax", and

(b) In the case of Japan, the income
tax and the corporation tax, hereinafter
referred to as "Japanese tax".

(2) This Convention shall also apply to
taxes substantially similar to those covered
by paragraph (1) of this article which are
imposed in addition to, or in place of, exist-
ing taxes after the date of signature of this
Convention.

(3) For the purpose of Article 7, this

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Convention shall also apply to taxes of every kind imposed by a Contracting State or a political subdivision or local authority thereof. For the purpose of Article 26, this Convention shall also apply to taxes of every kind imposed by a Contracting State.

Article 2

(1) In this Convention, unless the context otherwise requires:

(a) The term "United States" means the United States of America and, when used in a geographical sense, means the states thereof and the District of Columbia.

(b) The term "Japan", when used in a geographical sense, means all the territory in which the laws relating to Japanese tax are in force.

(c) The term "a Contracting State" or "the other Contracting State" means the United States or Japan, as the context requires.

(d) The term "person" means an individual, a corporation, or any other body of persons.

(e) (i) The term "United States corporation" means a corporation which is created or organized under the laws of the United States or any state thereof or the District of Columbia, or any unincorporated entity treated as a United States corporation for purposes

of United States tax; and

(ii) The term "Japanese corporation" means a juridical person which has its head or main office in Japan or any organization without juridical personality treated for purposes of Japanese tax as a Japanese juridical person.

(f) The term "competent authority" means:

(i) In the case of the United States, the Secretary of the Treasury or his delegate, and

(ii) In the case of Japan, the Minister of Finance or his authorized representative.

(g) The term "citizen" means:

(i) In the case of the United States, a citizen of the United States, and

(ii) In the case of Japan, a national of Japan.

(2) As regards the application of this Convention by a Contracting State, any term used in this Convention and not otherwise defined shall, unless the context otherwise requires, have the meaning which it has under the laws of that Contracting State relating to the taxes which are the subject of this Convention.

Article 3

In this Convention:

(1) The term "resident of Japan" means:

- (a) A Japanese corporation, or
- (b) Any other person resident in Japan for purposes of Japanese tax.

(2) The term "resident of the United States" means:

- (a) A United States corporation, or
- (b) Any other person (except a corporation or any entity treated under United States law as a corporation) resident in the United States for purposes of United States tax, but in the case of an estate or trust only to the extent that the income derived by such person is subject to United States tax as the income of a resident.

(3) An individual who is a resident of both Contracting States shall be deemed to be a resident of that Contracting State in which he maintains his permanent home. If he has a permanent home in both Contracting States or in neither Contracting State, he shall be deemed to be a resident of that Contracting State with which his personal and economic relations are closest (center of vital interests). If the Contracting State in which he has his center of vital interests cannot be determined, he shall be deemed to be a resident of that Contracting State in which he has a habitual abode. If he has a habitual abode in both Contracting States or in neither Contracting State, he shall be deemed to be a resident of that Contracting State of which

he is a citizen. If he is a citizen of both Contracting States or of neither Contracting State, the competent authorities of the Contracting States shall settle the question by mutual agreement. An individual who is deemed to be a resident of a Contracting State and not a resident of the other Contracting State by reason of the provisions of this paragraph shall be deemed to be a resident only of the first-mentioned Contracting State for all purposes of this Convention, including Article 4.

Article 4

(1) A resident of a Contracting State may be taxed by the other Contracting State on any income from sources within that other Contracting State and only on such income, subject to any limitations set forth in this Convention. For this purpose, the rules set forth in Article 6 shall be applied to determine the source of income.

(2) The provisions of this Convention shall not be construed to restrict in any manner any exclusion, exemption, deduction, credit, or other allowance now or hereafter accorded --

(a) By the laws of a Contracting State in the determination of the tax imposed by that Contracting State, or

(b) By any other agreement between the Contracting States.

(3) Except to the extent provided in

paragraph (4) of this article, this Convention shall not affect the taxation by a Contracting State of its residents (and, in the case of the United States, its citizens).

(4) The provisions of paragraph (3) of this article shall not affect:

(a) The benefits provided under Articles 5, 7, 21, and 25; and

(b) The benefits provided under Articles 19, 20, and 22, but in the case of benefits conferred by the United States only if the person claiming the benefits neither is a citizen of, nor has immigrant status in, the United States.

(5) There shall be allowed, for purposes of United States tax, in the case of a resident of Japan who is not a resident of the United States (other than an officer or employee of the Government of Japan or local authority thereof), in addition to the deduction for one personal exemption provided in section 873 of the United States Internal Revenue Code as in effect on the first day of December 1968, a deduction for personal exemptions, subject to the conditions prescribed in sections 151 through 154 of the Internal Revenue Code as in effect on the said date, for the spouse of the taxpayer and for each child of the taxpayer present in the United States and residing with him in the United States at any time during the taxable year, but such additional deduction shall not exceed that proportion thereof which the taxpayer's gross income from sources within the United States which is

treated as effectively connected with the conduct of a trade or business within the United States within the meaning of section 864 (c) of the Internal Revenue Code for the taxpayer's taxable year bears to his entire income from all sources for such taxable year.

(6) The United States may impose its personal holding company tax and its accumulated earnings tax notwithstanding any provision of this Convention. However, a Japanese corporation shall be exempt from the United States personal holding company tax in any taxable year if all of its stock is owned, directly or indirectly, by one or more individuals who are residents of Japan (and not citizens of the United States) for that entire year. A Japanese corporation shall be exempt from the United States accumulated earnings tax in any taxable year unless such corporation is engaged in trade or business in the United States through a permanent establishment at any time during such year.

(7) Where, pursuant to any provision of this Convention, a Contracting State reduces the rate of tax on, or exempts from tax, income of a resident of the other Contracting State and under the law in force in that other Contracting State the resident is subject to tax by that other Contracting State only on that part of such income which is remitted to or received in that other Contracting State, then the reduction or exemption shall apply only to so much of such income as is remitted to or received in that other Contracting State.

Article 5

(1) Double taxation of income shall be avoided in the following manner:

(a) In accordance with the provisions of the law of the United States, as in force from time to time, regarding the allowance of a credit against United States tax of tax payable in any country other than the United States, the United States shall allow to a citizen or resident of the United States as a credit against United States tax the appropriate amount of Japanese tax and, in the case of a United States corporation owning at least 10 percent of the voting power of a Japanese corporation from which it receives dividends, shall allow credit for the appropriate amount of Japanese tax paid by the Japanese corporation paying such dividends with respect to the profits out of which such dividends are paid. For the purpose of applying the United States credit in relation to taxes paid to Japan, the rules set forth in Article 6 shall be applied to determine the source of income.

(b) In accordance with the provisions of the laws of Japan, as in force from time to time, regarding the allowance of a credit against Japanese tax of tax payable in any country other than Japan, Japan shall allow to a resident of Japan as a credit against Japanese tax the appropriate amount of United States tax and, in the case of a Japanese corporation owning at least 10

percent of the voting shares of a United States corporation from which it receives dividends, shall allow credit for the appropriate amount of United States tax paid by the United States corporation paying such dividends with respect to the profits out of which such dividends are paid. For the purpose of applying the Japanese credit in relation to taxes paid to the United States, the rules set forth in Article 6 shall be applied to determine the source of income.

(2) The tax of a Contracting State which shall be credited by the other Contracting State in accordance with this article shall include any tax on income or profits imposed by any political subdivision or any local authority of the first-mentioned Contracting State.

Article 6

For purposes of this Convention:

(1) Dividends shall be treated as income from sources within a Contracting State only if paid by a corporation of that Contracting State.

(2) Interest shall be treated as income from sources within a Contracting State only if paid by that Contracting State, a political subdivision or local authority thereof, or by a resident of that Contracting State. Notwithstanding the preceding sentence, if the person paying the interest (other than interest paid on indebtedness incurred in

connection with the purchase of ships or aircraft) --

(a) Whether or not such person is a resident of a Contracting State, has a permanent establishment in a Contracting State in connection with which the indebtedness on which the interest is paid was incurred and such interest is borne by such permanent establishment, or

(b) Is a resident of a Contracting State and has a permanent establishment in a State other than the Contracting States in connection with which the indebtedness on which the interest is paid was incurred and such interest is borne by such permanent establishment,

such interest shall be deemed to be from sources within the State in which the permanent establishment is located.

(3) Royalties for the use of, or the right to use, property (other than ships or aircraft) or rights described in paragraph (3) (a) of Article 14, and gains to the extent that they are contingent on the productivity, use, or disposition of such property or rights described in paragraph (3) (b) of Article 14, shall be treated as income from sources within a Contracting State only if the royalties, or the amount realized on the sale, exchange, or other disposition from which the gain is derived is paid for the use of, or the right to use, such property or rights within that Contracting State.

(4) Income from real property, including royalties in respect of the operation of mines or quarries, or the exploitation of any natural resources and gains derived from the sale, exchange, or other disposition of such property or of the right giving rise to such royalties, shall be treated as income from sources within a Contracting State only if such property is situated in that Contracting State.

(5) Income from the rental of tangible personal property (other than from the rental of ships or aircraft) shall be treated as income from sources within a Contracting State only if such property is situated in that Contracting State. Income from the rental of ships or aircraft derived by a person not engaged in the operation of ships or aircraft in international traffic shall be treated as income from sources within a Contracting State only if the lessee is a resident of that Contracting State.

(6) Income (other than directors' fees described in paragraph (5) of Article 18) received by an individual for his performance of labor or personal services whether as an employee or in an independent capacity shall be treated as income from sources within a Contracting State only if such services are performed in that Contracting State. Income from labor or personal services performed aboard ships or aircraft operated by a resident of a Contracting State in international traffic shall be treated as income from sources within that Contracting State, if rendered by a member

of the regular complement of the ship or aircraft. For purposes of this paragraph, income from labor or personal services includes pensions (as defined in paragraph (2) of Article 23) paid in respect of such services. Notwithstanding the preceding provisions of this paragraph, remuneration described in Article 21 shall be treated as income from sources within a Contracting State only if paid by, or out of the funds to which contributions are made by, that Contracting State or a political subdivision or local authority thereof. Directors' fees described in paragraph (5) of Article 18 shall be treated as income from sources within a Contracting State only if the corporation of which the individual is a director is a corporation of that Contracting State.

(7) Income from the purchase and sale of personal property (other than gains defined as royalties in paragraph (3) (b) of Article 14) shall be treated as income from sources within a Contracting State only if such property is sold in that Contracting State.

(8) Notwithstanding paragraphs (1) through (7) of this article, industrial or commercial profits which are attributable to a permanent establishment which the recipient, being a resident of a Contracting State, has in the other Contracting State, including income derived from real property and natural resources and dividends, interest, royalties (as defined in paragraph (3) of Article 14), and capital gains, but only if the property or rights giving rise to such income, dividends,

interest, royalties, or capital gains are effectively connected with such permanent establishment, shall be treated as income from sources within that other Contracting State. To determine whether property or rights are effectively connected with a permanent establishment, the factors taken into account shall include whether the property or rights are used in or held for use in carrying on industrial or commercial activity through such permanent establishment, and whether the activities carried on through such permanent establishment were a material factor in the realization of the income derived from such property or rights. For this purpose, due regard shall be given to whether or not such property or rights or such income were accounted for through such permanent establishment.

(9) The source of any item of income to which paragraphs (1) through (8) of this article are not applicable shall be determined by each of the Contracting States in accordance with its own law.

Article 7

(1) A citizen of a Contracting State who is a resident of the other Contracting State shall not be subjected in that other Contracting State to more burdensome taxes than a citizen of that other Contracting State who is a resident thereof.

(2) A permanent establishment which a resident of a Contracting State has in the other Contracting State shall not be subjected in

that other Contracting State to more burdensome taxes than a resident of that other Contracting State carrying on the same activities. This paragraph shall not be construed as obliging a Contracting State to grant to individual residents of the other Contracting State any personal allowances, reliefs, and deductions for taxation purposes on account of civil status or family responsibilities which it grants to its own individual residents.

(3) A corporation of a Contracting State, the capital of which is wholly or partly owned or controlled, directly or indirectly, by one or more residents of the other Contracting State, shall not be subjected in the first-mentioned Contracting State to any taxation or any requirement connected therewith which is other or more burdensome than the taxation and connected requirements to which a corporation of the first-mentioned Contracting State carrying on the same activities, the capital of which is wholly owned or controlled by one or more residents of the first-mentioned Contracting State, is or may be subjected.

Article 8

(1) Industrial or commercial profits of a resident of a Contracting State shall be exempt from tax by the other Contracting State unless such resident is engaged in industrial or commercial activity in that other Contracting State through a permanent establishment situated therein. If such resident is so engaged, tax may be imposed by that other Contracting

State on the industrial or commercial profits of such resident but only on so much of such profits as are attributable to the permanent establishment.

(2) Where a resident of a Contracting State is engaged in industrial or commercial activity in the other Contracting State through a permanent establishment situated therein, there shall in each Contracting State be attributed to the permanent establishment the industrial or commercial profits which would be attributable to such permanent establishment if such permanent establishment were an independent entity engaged in the same or similar activities under the same or similar conditions and dealing wholly independently with the resident of which it is a permanent establishment.

(3) In the determination of the industrial or commercial profits of a permanent establishment, there shall be allowed as deductions expenses which are reasonably connected with such profits, including executive and general administrative expenses, whether incurred in the Contracting State in which the permanent establishment is situated or elsewhere.

(4) No profits shall be attributed to a permanent establishment of a resident of a Contracting State in the other Contracting State merely by reason of the purchase of goods or merchandise by that permanent establishment, or by the resident of which it is a permanent establishment, for the account of that resident.

(5) The term "industrial or commercial profits" includes income derived from manufacturing, mercantile, insurance, agricultural, fishing, or mining activities, from the operation of ships or aircraft, from the furnishing of personal services, and from the rental of tangible personal property (other than ships or aircraft). Such term also includes income derived from real property and natural resources; dividends, interest, royalties (as defined in paragraph (3) of Article 14); and capital gains but only if the right or property giving rise to such income, dividends, interest, royalties, or capital gains is effectively connected with a permanent establishment which the recipient, being a resident of a Contracting State, has in the other Contracting State. Such term does not include --

(a) Income received by an individual as compensation for his personal services either as an employee or in an independent capacity, or

(b) Income derived by a corporation or other entity of a Contracting State from sources within the other Contracting State from furnishing personal services of an individual who does not or would not qualify for exemption under paragraph (2) of Article 18 by reason of paragraph (3) thereof.

Article 9

(1) For the purpose of this Convention, the term "permanent establishment" means a fixed

place of business through which a resident of a Contracting State engages in industrial or commercial activity.

(2) The term "fixed place of business" includes but is not limited to:

- (a) A branch;
- (b) An office;
- (c) A factory;
- (d) A workshop;
- (e) A warehouse;
- (f) A mine, quarry, or other place of extraction of natural resources; and
- (g) A building site or construction or installation project which exists for more than 24 months.

(3) Notwithstanding paragraphs (1) and (2) of this article, a permanent establishment shall not include a fixed place of business used only for one or more of the following:

- (a) The use of facilities for the purpose of storage, display, or delivery of goods or merchandise belonging to the resident;
- (b) The maintenance of a stock of goods or merchandise belonging to the resident for the purpose of storage, display, or delivery;
- (c) The maintenance of a stock of goods or merchandise belonging to the resident for the purpose of processing by another

person;

(d) The purchase of goods or merchandise, or the collection of information, for the resident; or

(e) Advertising, the supply of information, the conduct of scientific research, or similar activities which have a preparatory or auxiliary character, for the resident.

(4) A person acting in a Contracting State on behalf of a resident of the other Contracting State, other than an agent of an independent status to whom paragraph (5) of this article applies, shall be deemed to be a permanent establishment in the first-mentioned Contracting State if such person has, and habitually exercises in the first-mentioned Contracting State, an authority to conclude contracts in the name of that resident, unless the exercise of such authority is limited to the purchase of goods or merchandise for that resident.

(5) A resident of a Contracting State shall not be deemed to have a permanent establishment in the other Contracting State merely because such resident engages in industrial or commercial activity in that other Contracting State through a broker, general commission agent, or any other agent of an independent status, where such broker or agent is acting in the ordinary course of his business.

(6) The fact that a resident of a Contracting State is a related person with respect to

a resident of the other Contracting State or with respect to a person who engages in industrial or commercial activity in that other Contracting State (whether through a permanent establishment or otherwise) shall not be taken into account in determining whether that resident of the first-mentioned Contracting State has a permanent establishment in that other Contracting State.

Article 10

(1) Notwithstanding Article 8 and Article 16, income which a resident of the United States derives from operation in international traffic of ships or aircraft registered in the United States and gains which a resident of the United States derives from the sale, exchange, or other disposition of ships or aircraft operated in international traffic by such resident and registered in the United States shall be exempt from Japanese tax.

(2) Notwithstanding Article 8 and Article 16, income which a resident of Japan derives from the operation in international traffic of ships or aircraft which are either registered in Japan or leased by such resident and gains which a resident of Japan derives from the sale, exchange, or other disposition of ships or aircraft operated in international traffic by such resident and registered in Japan shall be exempt from United States tax.

Article 11

(1) Where a resident of a Contracting State

and any other person are related and where such related persons make arrangements or impose conditions between themselves which are different from those which would be made between independent persons, then any income, deductions, credits, or allowances which would, but for those arrangements or conditions, have been taken into account in computing the income (or loss) of, or the tax payable by, one of such persons, may be allocated and utilized in computing the amount of the income subject to tax and the taxes payable by such resident of that Contracting State.

(2) A person is related to another person if either person owns or controls directly or indirectly the other, or if any third person or persons own or control directly or indirectly both. For this purpose, the term "control" includes any kind of control, whether or not legally enforceable, and however exercised or exercisable.

Article 12

(1) Dividends derived from sources within a Contracting State by a resident of the other Contracting State may be taxed by both Contracting States.

(2) The rate of tax imposed by a Contracting State on dividends derived from sources within that Contracting State by a resident of the other Contracting State shall not exceed --

(a) 15 percent of the gross amount actually distributed; or

(b) When the recipient is a corporation, 10 percent of the gross amount actually distributed if --

(i) During the part of the paying corporation's taxable year which precedes the date of payment of the dividend and during the whole of its prior taxable year (if any), at least 10 percent of the voting shares of the paying corporation was owned by the recipient corporation, and

(ii) Not more than 25 percent of the gross income of the paying corporation for such prior taxable year (if any) consists of interest or dividends (other than interest derived from the conduct of a banking, insurance, or financing business and dividends or interest received from subsidiary corporations, 50 percent or more of the outstanding shares of the voting stock of which is owned by the paying corporation at the time such dividends or interest is received).

(3) Paragraph (2) of this article shall not apply if the recipient of the dividends, being a resident of a Contracting State, has a permanent establishment in the other Contracting State and the shares with respect to which the dividends are paid are effectively connected with such permanent establishment.

Article 13

(1) Interest derived from sources within a Contracting State by a resident of the other Contracting State may be taxed by both Contracting States.

(2) Notwithstanding paragraph (1) of this article, interest derived from sources within the United States by the Bank of Japan or by the Export-Import Bank of Japan, or by any resident of Japan with respect to debt obligations guaranteed or indirectly financed by either of such banks or with respect to debt obligations insured by the Government of Japan pursuant to the Law concerning Export Insurance of March 31, 1950 (Law No.67), shall be exempt from United States tax.

(3) Notwithstanding paragraph (1) of this article, interest derived from sources within Japan by any Federal Reserve Bank in the United States or by the Export-Import Bank of the United States, or by any resident of the United States with respect to debt obligations guaranteed or insured or indirectly financed by any of such banks, shall be exempt from Japanese tax.

(4) The rate of tax imposed by a Contracting State on interest derived from sources within that Contracting State by a resident of the other Contracting State shall not exceed 10 percent.

(5) Paragraphs (2), (3), and (4) of this article shall not apply if the recipient of

the interest, being a resident of a Contracting State, has a permanent establishment in the other Contracting State and the indebtedness giving rise to the interest is effectively connected with such permanent establishment.

(6) Where any interest paid by a person to any related person exceeds an amount which would have been paid to an unrelated person, the provisions of this article shall apply only to so much of the interest as would have been paid to an unrelated person. In such a case, the excess payment may be taxed by each Contracting State according to its own law, including the provisions of this Convention where applicable.

(7) The term "interest", as used in this Convention, means income from bonds, debentures, Government securities, notes, or other evidences of indebtedness, whether or not secured, and whether or not carrying a right to participate in profits, and debt-claims of every kind, as well as all other income assimilated to income from money lent by the taxation law of the Contracting State in which the income has its source.

Article 14

(1) Royalties derived from sources within a Contracting State by a resident of the other Contracting State may be taxed by both Contracting States.

(2) The rate of tax imposed by a Contracting State on royalties derived from sources within

that Contracting State by a resident of the other Contracting State shall not exceed 10 percent.

(3) The term "royalties", as used in this article, means --

(a) Payment of any kind made as consideration for the use of, or the right to use, copyrights of literary, artistic, scientific works, or motion picture films or films or tapes used for radio or television broadcasting, patents, designs or models, plans, secret processes or formulae, trademarks, or other like property or rights, or know-how, or ships or aircraft (but only if the lessor is a person not engaged in the operation in international traffic of ships or aircraft), and

(b) Gains derived from the sale, exchange, or other disposition of any property or rights referred to in subparagraph (a) of this paragraph (other than ships or aircraft) to the extent that the amounts realized on such sale, exchange, or other disposition for consideration are contingent on the productivity, use, or disposition of such property or rights.

(4) Paragraph (2) of this article shall not apply if the recipient of the royalty, being a resident of a Contracting State, has in the other Contracting State a permanent establishment and the property or rights giving rise to the royalty are effectively connected with such permanent establishment.

(5) Where any royalty paid by a person to any related person exceeds an amount which would have been paid to an unrelated person, the provisions of this article shall apply only to so much of the royalty as would have been paid to an unrelated person. In such a case, the excess payment may be taxed by each Contracting State according to its own law, including the provisions of this Convention where applicable.

Article 15

(1) Income from real property, including royalties in respect of the operation of mines or quarries, or the exploitation of any natural resources and gains derived from the sale, exchange, or other disposition of such property or of the right giving rise to such royalties, may be taxed by the Contracting State in which such real property, mines, quarries, or natural resources are situated. For purposes of this Convention, interest on indebtedness secured by real property or secured by a right giving rise to royalties in respect of the operation of mines or quarries, or the exploitation of any natural resources shall not be regarded as income from real property.

(2) Paragraph (1) of this article shall apply to income derived from the usufruct, direct use, letting, or use in any other form of real property.

Article 16

Gains from the sale, exchange, or other disposition of capital assets derived by a resident of a Contracting State shall be exempt from tax by the other Contracting State unless --

(1) The gain is derived by a resident of a Contracting State from the sale, exchange, or other disposition of property described in Article 15 situated within the other Contracting State,

(2) The gain arises out of the sale, exchange, or other disposition described in paragraph (3) (b) of Article 14,

(3) The recipient of the gain, being a resident of a Contracting State, has a permanent establishment in the other Contracting State and the property giving rise to the gain is effectively connected with such permanent establishment, or

(4) The recipient of the gain, being an individual who is a resident of a Contracting State --

(a) Maintains a fixed base in the other Contracting State for a period or periods aggregating more than 183 days during the taxable year and the property giving rise to such gains is effectively connected with such fixed base, or

(b) Is present in the other Contracting State for a period or periods aggregating more than 183 days during the taxable year.

Article 17

(1) Income derived by an individual who is a resident of a Contracting State from the performance of personal services in an independent capacity may be taxed by that Contracting State. Except as provided in paragraph (2) of this article, such income shall be exempt from tax by the other Contracting State.

(2) Income derived by an individual who is a resident of a Contracting State from the performance of personal services in an independent capacity in the other Contracting State may be taxed by that other Contracting State, if:

(a) The individual is present in that other Contracting State for a period or periods aggregating more than 183 days in the taxable year, or

(b) The individual maintains a fixed base in that other Contracting State for a period or periods aggregating more than 183 days in the taxable year, but only so much of it as is attributable to such fixed base, or

(c) The individual is a public entertainer, such as a theater, motion picture or television artist, musician, or athlete, and the income is derived from his personal services as such public entertainer, unless such individual is present in that other Contracting State for a period or periods not exceeding a total of 90 days during

the taxable year and such income does not exceed 3,000 United States dollars in the aggregate or its equivalent in Japanese yen in the aggregate during the taxable year.

Article 18

(1) Wages, salaries, and similar remuneration derived by an individual who is a resident of a Contracting State from labor or personal services performed as an employee, including remuneration derived by an officer or a member of the board of directors of a corporation, may be taxed by that Contracting State. Except as provided in paragraph (2) of this article, such remuneration derived from sources within the other Contracting State may also be taxed by that other Contracting State.

(2) Remuneration of the type described in paragraph (1) of this article derived by an individual who is a resident of a Contracting State shall be exempt from tax by the other Contracting State if --

(a) He is present in that other Contracting State for a period or periods not exceeding in the aggregate 183 days in the taxable year;

(b) He is an employee of a resident of the first-mentioned Contracting State or of a permanent establishment of a resident of a State other than the first-mentioned Contracting State if such permanent es-

establishment is situated in the first-mentioned Contracting State (such resident, including a corporation or other entity to which the permanent establishment belongs, is referred to in this article as "the employer"); and

(c) The remuneration is not borne as such by a permanent establishment which the employer has in that other Contracting State.

(3) Paragraph (2) of this article shall not apply to remuneration of the type described in paragraph (1) of this article if the individual receiving such remuneration is a substantial owner of the employer and 50 percent or more of the income of the employer for the taxable year from sources within that other Contracting State is derived from furnishing the labor or personal services of one or more individuals (computed without deductions for compensation paid to such individuals) each of whom is a substantial owner of the employer. For purposes of the preceding sentence, an individual shall be treated as the substantial owner of the employer if the employer is a corporation or other entity and such individual --

(a) Owns directly or indirectly 25 percent or more of the total voting power of all classes of stock entitled to vote, or of the total value of all classes of stock, of such corporation or other entity, or

(b) Has directly or indirectly an interest of 25 percent or more in the

assets, or has a right to 25 percent or more of the profits of such other entity.

In computing the ownership of an individual, he shall be deemed to own the stock, assets, or rights owned directly or indirectly by his brother, sister, spouse, ancestor, or descendant.

(4) Notwithstanding paragraph (2) of this article, remuneration derived by an individual from the performance of labor or personal services as an employee aboard ships or aircraft operated by a resident of a Contracting State in international traffic shall be exempt from tax by the other Contracting State if such individual is a member of the regular complement of the ship or aircraft.

(5) Notwithstanding paragraph (2) of this article and Article 17, a director's fee derived by an individual resident of a Contracting State in his capacity as a member of the board of directors of a corporation of the other Contracting State, which cannot be taken as a deduction by the corporation but is treated as being a distribution of profits in that other Contracting State, may be taxed by that other Contracting State.

Article 19

(1) An individual --

(a) Who is a resident of a Contracting State at the beginning of his visit to the other Contracting State, or

(b) Who was, immediately before receiving the invitation referred to below, exempt from tax in that other Contracting State under paragraph (1) (a) of Article 20,

and who, at the invitation of the Government of that other Contracting State or of a university or other accredited educational institution situated in that other Contracting State, is temporarily present in that other Contracting State for the primary purpose of teaching or engaging in research, or both, at a university or other accredited educational institution shall be exempt from tax by that other Contracting State on his income from personal services for teaching or research at such university or educational institution, for a period not exceeding two years from the date of his arrival or the date he completed the study, training, or research in that other Contracting State with respect to which the exemption in paragraph (1) (a) of Article 20 applied.

(2) This article shall not apply to income from research if such research is undertaken not in the public interest but primarily for the private benefit of a specific person or persons.

Article 20

(1) (a) An individual who is a resident of a Contracting State at the beginning of his visit to the other Contracting State and who is temporarily present in that

other Contracting State for the primary purpose of --

(i) Studying at a university or other accredited educational institution in that other Contracting State, or

(ii) Securing training required to qualify him to practice a profession or professional specialty; or

(iii) Studying or doing research as a recipient of a grant, allowance, or award from a governmental, religious, charitable, scientific, literary, or educational organization,

shall be exempt from tax by that other Contracting State with respect to the amounts described in subparagraph (b) of this paragraph for a period not exceeding five taxable years from the date of his arrival in that other Contracting State.

(b) The amounts referred to in subparagraph (a) of this paragraph are --

(i) Gifts from abroad for the purpose of his maintenance, education, study, research, or training;

(ii) The grant, allowance, or award; and

(iii) Income from personal services performed in that other Contracting State in an aggregate amount not in excess of 2,000 United States dollars or its equivalent in Japanese yen for

any taxable year.

(2) An individual who is a resident of a Contracting State at the beginning of his visit to the other Contracting State and who is temporarily present in that other Contracting State as an employee of, or under contract with, a resident of the first-mentioned Contracting State, for the primary purpose of --

(a) Acquiring technical, professional, or business experience from a person other than that resident of the first-mentioned Contracting State, or

(b) Studying at a university or other accredited educational institution in that other Contracting State,

shall be exempt from tax by that other Contracting State for a period of 12 consecutive months with respect to his income from personal services in an aggregate amount not in excess of 5,000 United States dollars or its equivalent in Japanese yen.

(3) An individual who is a resident of a Contracting State at the beginning of his visit to the other Contracting State and who is temporarily present in that other Contracting State for a period not exceeding one year, as a participant in a program sponsored by the Government of that other Contracting State, for the primary purpose of training, research, or study, shall be exempt from tax by that other Contracting State with respect to his income from personal services in respect of

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such training, research, or study, performed in that other Contracting State in an aggregate amount not in excess of 10,000 United States dollars or its equivalent in Japanese yen.

Article 21

(1) Wages, salaries, and similar remuneration, including pensions or similar benefits, paid by, or from public funds of, the United States, or a political subdivision or local authority thereof to a citizen of the United States for labor or personal services performed for the United States or for any of its political subdivisions or local authorities in the discharge of governmental functions shall not be subject to Japanese tax, if such individual is not a national of Japan and has not been admitted to Japan for permanent residence.

(2) Wages, salaries, and similar remuneration, including pensions or similar benefits, paid by, or out of funds to which contributions are made by, Japan, or local authority thereof to an individual who is a national of Japan for labor or personal services performed for Japan or for any of its local authorities in the discharge of governmental functions shall not be subject to United States tax, if such individual is not a citizen of the United States and does not have immigrant status in the United States.

Article 22

(1) Reimbursed travel expenses shall be

subject to Articles 17 through 21, but such expenses shall not be taken into account in computing the maximum amount of exemptions specified in paragraph (2) of Article 17 and in Article 20.

(2) If an individual qualifies for benefits under more than one of the provisions of Articles 17 through 21, he may apply those provisions which are most favorable to him. He may not claim benefits under more than one of the provisions of such articles with respect to the same income.

(3) The benefits provided under Article 19 and paragraph (1) of Article 20 shall extend only for such period of time as may be reasonably or customarily required to effectuate the purpose of the visit, but in no case shall any individual have the benefits provided therein for more than a total of five taxable years from the date of his arrival.

Article 23

(1) Except as provided in Article 21, pensions and annuities paid to an individual who is a resident of a Contracting State shall be taxable only in that Contracting State.

(2) The term "pensions", as used in this article, includes periodic payments made after retirement or death in consideration for services rendered, or by way of compensation for injuries received, in connection with past employment, including United States and Japanese social security payments.

(3) The term "annuities", as used in this article, includes a stated sum paid periodically at stated times during life, or during a specified number of years, under an obligation to make the payments in return for adequate and full consideration (other than services rendered).

Article 24

Nothing in this Convention shall affect the fiscal privileges of diplomatic and consular officials under the general rules of international law or under the provisions of special agreements.

Article 25

(1) Where a resident of a Contracting State considers that the action of one or both of the Contracting States results or will result for him in taxation not in accordance with this Convention, he may, notwithstanding the remedies provided by the national laws of the Contracting States, present his case to the competent authority of the Contracting State of which he is a resident. Should the resident's claim be considered to have merit by the competent authority of the Contracting State to which the claim is made, it shall endeavor to come to an agreement with the competent authority of the other Contracting State with a view to the avoidance of taxation contrary to the provisions of this Convention.

(2) The competent authorities of the Contracting States shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of this Convention. In particular, the competent authorities of the Contracting States may consult together to endeavor to agree --

(a) To the same attribution of industrial or commercial profits to a resident of a Contracting State and its permanent establishment situated in the other Contracting State;

(b) To the same allocation of income, deductions, credits, or allowances between a resident of a Contracting State and any related person;

(c) To the same determination of the source of particular items of income; or

(d) To the same meaning of any term used in this Convention.

(3) The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching an agreement in the sense of this article. When it seems advisable for the purpose of reaching agreement, the competent authorities may meet together for an oral exchange of opinions.

(4) In the event that the competent authorities reach such an agreement, taxes shall be imposed, and refund or credit of taxes shall be allowed, by the Contracting States in accordance with such agreement.

Article 26

(1) The competent authorities of the Contracting States shall exchange such information as is pertinent to carrying out the provisions of this Convention or preventing fraud or fiscal evasion in relation to the taxes which are the subject of this Convention. Any information so exchanged shall be treated as secret and shall not be disclosed to any persons other than those (including a court or administrative body) concerned with assessment, collection, enforcement, or prosecution in respect of the taxes which are the subject of this Convention.

(2) In no case shall the provisions of paragraph (1) of this article be construed so as to impose on a Contracting State the obligation --

(a) To carry out administrative measures at variance with the laws or the administrative practice of that Contracting State or the other Contracting State;

(b) To supply particulars which are not obtainable under the laws or in the normal course of the administration of that Contracting State or of the other Contracting State; or

(c) To supply information which would disclose any trade, business, industrial, commercial, or professional secret or trade process, or information, the disclosure of which would be contrary to public policy.

(3) The exchange of information shall be either on a routine basis or on request with reference to particular cases. The competent authorities of the Contracting States shall agree on the list of information which shall be furnished on a routine basis.

(4) The competent authorities of the Contracting States shall notify each other of any amendments of the laws relating to the taxes referred to in paragraph (1) of Article 1 and of the adoption of any taxes referred to in paragraph (2) of Article 1 by transmitting the texts of any amendments or new statutes at least once a year.

(5) The competent authorities of the Contracting States shall exchange the texts of all published material interpreting this Convention under their respective laws, whether in the form of regulations, rulings, or judicial decisions.

Article 27

(1) Subject to the provisions of paragraph (2) of this article, each of the Contracting States shall endeavor to collect such taxes imposed by the other Contracting State as will ensure that any exemption or reduced rate of tax granted under this Convention by that other Contracting State shall not be enjoyed by persons not entitled to such benefits. The Contracting State making such collections shall be responsible to the other Contracting State for the sums thus collected. The competent authorities of the Contracting States

may consult together for the purpose of giving effect to this article.

(2) In no case shall this article be construed so as to impose upon a Contracting State the obligation to carry out administrative measures at variance with the regulations and practices of either Contracting State or which would be contrary to the first-mentioned Contracting State's sovereignty, security, or public policy.

Article 28

(1) This Convention shall be ratified and instruments of ratification shall be exchanged at Washington as soon as possible. It shall enter into force on the thirtieth day after the day of the exchange of instruments of ratification. Its provisions shall for the first time have effect:

(a) In the case of Japan --

For income derived during any taxable year beginning on or after January 1 of the year next following the year in which this Convention enters into force; and

(b) In the case of the United States --

(1) As respects taxes withheld at source on dividends, interest, royalties, and similar payments, to any obligation to pay such taxes arising on or after January 1 of the year next following the year

in which this Convention enters into force; and

(ii) As respects other taxes on income, to taxable years beginning on or after January 1 of the year next following the year in which this Convention enters into force.

(2) The Convention between the United States of America and Japan for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income signed at Washington, D.C. on April 16, 1954, modified and supplemented by the Protocols signed at Tokyo on May 7, 1960, and August 14, 1962,¹ shall terminate and cease to have effect in respect of income to which this Convention applies under paragraph (1) of this article.

Article 29

This Convention shall remain in force until terminated by a Contracting State. Either Contracting State may terminate the Convention at any time after five years from the date on which this Convention enters into force by giving to the other Contracting State notice of termination at least six months before the end of any calendar year through diplomatic channels. In such event, this Convention shall cease to have effect:

(1) In the case of Japan --

For income derived during any taxable year beginning on or after January 1 of the year next following the year

¹ TIAS 3178, 5837, 5798; 6 UST 149; 15 UST 1538; 16 UST 697.

in which the notice of termination is given; and

(2) In the case of the United States --

(a) As respects taxes withheld at source on dividends, interest, royalties, and similar payments, on January 1 of the year next following the year in which the notice of termination is given; and

(b) As respects other taxes on income, for any taxable year beginning on or after January 1 of the year next following the year in which the notice of termination is given.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Convention.

DONE at Tokyo, in duplicate, in the English and Japanese languages, the two texts having equal authenticity, this eighth day of March, 1971.

FOR THE UNITED STATES OF AMERICA:

[1]



[2]

FOR JAPAN:



[SEAL]

[SEAL]

¹ Armin H. Meyer
² Kiichi Aichi

及び日本語により本書二通を作成した。

アメリカ合衆国のために

Armin H. Meyer

日本国のために

愛知 櫻一

- (a) 配当、利子、使用料その他これらに類する支払金について源泉徴収される租税に関しては、その終了の通告が行なわれた年の翌年の一月一日以後の分
- (b) 所得に対するその他の租税に関しては、その終了の通告が行なわれた年の翌年の一月一日以後に開始する各課税年度

以上の証拠として、下名は、正当に委任を受けて、この条約に署名した。

千九百七十一年三月八日に東京で、ひとしく正文である英語

第二十九条

この条約は、一方の締約国によつて終了させられる時まで効力を有する。いずれの一方の締約国も、この条約の効力発生の日から五年を経過した後は、各年の末日の少なくとも六箇月前に外交上の経路を通じて他方の締約国に対し終了の通告を行なうことにより、この条約を終了させることができる。この場合において、この条約は、次のものにつき効力を失う。

(1) 日本国については、

その終了の通告が行なわれた年の翌年の一月一日以後に開始する各課税年度において生ずる所得

(2) 合衆国については、

いて源泉徴収される租税に関しては、これを納付する義務でこの条約が効力を生ずる年の翌年の一月一日以後に生ずるもの

(ii) 所得に対するその他の租税に関しては、この条約が効力を生ずる年の翌年の一月一日以後に開始する各課税年度

(2) 千九百六十年五月七日及び千九百六十二年八月十四日にそれぞれ東京で署名された議定書によつて改正されかつ補足された千九百五十四年四月十六日にワシントンで署名された所得に対する租税に関する二重課税の回避及び脱税の防止のためのアメリカ合衆国と日本国との間の条約は、(1)の規定に基づいてこの条約が適用される所得につき、終了し、かつ、適用されなくなる。

る義務を課するものと解してはならない。

第二十八条

(1) この条約は、批准されなければならない。批准書は、できる限りすみやかにワシントンで交換されるものとする。この条約は、批准書の交換の日の後三十日目の日に効力を生じ、かつ、次のものについて適用する。

(a) 日本国については、

この条約が効力を生ずる年の翌年の一月一日以後に開始する各課税年度において生ずる所得

(b) 合衆国については、

(i) 配当、利子、使用料その他これらに類する支払金につ

第二十七條

- (1) (2)の規定に従うことを条件として、各締約国は、この条約に基づいて他方の締約国の認める租税の免除又は税率の軽減が、このような特典を受ける権利を有しない者によつて享受されることのないようにするため、当該他方の締約国が課する租税を徴収するように努めるものとする。その徴収を行なう締約国は、このようにして徴収された金額につき当該他方の締約国に対して責任を有する。両締約国の権限のある当局は、この条の規定を実施するために協議することができ。
- (2) この条の規定は、いかなる場合にも、一方の締約国に対し、いずれかの締約国の規則及び慣行に抵触し、又は当該一方の締約国の主権、安全又は公の秩序に反する行政上の措置をと

- (3) 情報の交換は、通常の業務として又は特定の事案に係る要請によつて行なうものとする。両締約国の権限のある当局は、通常の業務として提供すべき情報の項目について合意するものとする。
- (4) 両締約国の権限のある当局は、第一条(1)に掲げる租税に関する法令の改正及び同条(2)に規定する租税の採用を通知するため、その改正又は新たな法令の文書を少なくとも年一回相互に送付するものとする。
- (5) 両締約国の権限のある当局は、自国の法律に基づくこの条約の解釈に関するすべての公表された文書（規則、通達又は司法上の決定のいずれの形式によるかどうかを問わない。）を交換する。

第二十七條

- (1) (2)の規定に従うことを条件として、各締約国は、この条約に基づいて他方の締約国の認める租税の免除又は税率の軽減が、このような特典を受ける権利を有しない者によつて享受されることのないようにするため、当該他方の締約国が課する租税を徴収するように努めるものとする。その徴収を行なう締約国は、このようにして徴収された金額につき当該他方の締約国に対して責任を有する。而ち締約国の権限のある当局は、この条の規定を実施するために協議することができ。
- (2) この条の規定は、いかなる場合にも、一方の締約国に対し、いずれかの締約国の規則及び慣行に抵触し、又は当該一方の締約国の主権、安全又は公の秩序に反する行政上の措置をと

- (3) 情報の交換は、通常の業務として又は特定の事案に係る要請によつて行なうものとする。両締約国の権限のある当局は、通常の業務として提供すべき情報の項目について合意するものとする。
- (4) 両締約国の権限のある当局は、第一条(1)に掲げる租税に関する法令の改正及び同条(2)に規定する租税の採用を通知するため、その改正又は新たな法令の文書を少なくとも年一回相互に送付するものとする。
- (5) 両締約国の権限のある当局は、自国の法律に基づくこの条約の解釈に関するすべての公表された文書（規則、通達又は司法上の決定のいずれの形式によるかどうかを問わない。）を交換する。

TIAS 7865

第二十七條

- (1) (2)の規定に従うことを条件として、各締約国は、この条約に基づいて他方の締約国の認める租税の免除又は税率の軽減が、このような特典を受ける権利を有しない者によつて享受されることのないようにするため、当該他方の締約国が課する租税を徴収するように努めるものとする。その徴収を行なう締約国は、このようにして徴収された金額につき当該他方の締約国に対して責任を有する。両締約国の権限のある当局は、この条の規定を実施するために協議することができ。
- (2) この条の規定は、いかなる場合にも、一方の締約国に対し、いずれかの締約国の規則及び慣行に抵触し、又は当該一方の締約国の主権、安全又は公の秩序に反する行政上の措置をと

- (3) 情報の交換は、通常の業務として又は特定の事案に係る要請によつて行なうものとする。両締約国の権限のある当局は、通常の業務として提供すべき情報の項目について合意するものとする。
- (4) 両締約国の権限のある当局は、第一条(1)に掲げる租税に関する法令の改正及び同条(2)に規定する租税の採用を通知するため、その改正又は新たな法令の文書を少なくとも年一回相互に送付するものとする。
- (5) 両締約国の権限のある当局は、自国の法律に基づくこの条約の解釈に関するすべての公表された文書（規則、通達又は司法上の決定のいずれの形式によるかどうかを問わない。）を交換する。

租税の賦課若しくは徴収又は当該租税に関する執行若しくは訴えに参与する者（裁判所及び行政機関を含む。）以外のいかなる者にも開示してはならない。

(2)

(1)の規定は、いかなる場合にも、一方の締約国に対し、次のことを行なう義務を課するものと解してはならない。

(a) 当該一方の締約国若しくは他方の締約国の法令又はその行政上の慣行に抵触する行政上の措置をとること。

(b) 当該一方の締約国若しくは他方の締約国の法令の下において又はその行政の通常の運営において入手することができない資料を提供すること。

(c) 営業上、事業上、産業上、商業上若しくは職業上の秘密若しくは取引の過程を明らかにするような情報又は公開することが公の秩序に反するような情報を提供すること。

ため、直接相互に通信することができる。両締約国の権限のある当局は、合意に達するために適當と認める場合には、口頭による意見の交換を行なうため会合することができる。

- (4) 権限のある当局が合意に達した場合には、両締約国は、その合意に従つて、租税を課し及び租税の還付又は控除を行なうものとする。

第二十六条

- (1) 両締約国の権限のある当局は、この条約の実施又はこの条約の対象である租税に関する詐偽若しくは脱税の防止に必要な情報を交換するものとする。このようにして交換された情報は、秘密として取り扱うものとし、この条約の対象である

(2) 両締約国の権限のある当局は、この条約の解釈又は適用に
関して生ずる困難又は疑義を合意によつて解決するよう努
めるものとする。特に、両締約国の権限のある当局は、次の
事項を両締約国の間で統一することについて合意するよう努
めるため協議することができ。

(a) 一方の締約国の居住者及び他方の締約国内に存在するそ
の恒久的施設への産業上又は商業上の利得の帰属

(b) 一方の締約国の居住者とこれと関連を有する者との間に
おける所得又は所得控除、税額控除その他の租税の減免の
配分

(c) 特定の項目の所得に関する源泉の決定

(d) この条約において用いられる用語の意義

(3) 両締約国の権限のある当局は、この条にいう合意に達する

ではない。

第二十五条

- (1) 一方の締約国の居住者は、一方又は双方の締約国の措置によりこの条約に適合しない課税を受け又は受けるに至ると認める場合には、両締約国の法令で定める救済手段とは別に、自己が居住者である締約国の権限のある当局に対しその事案について申立てをすることができ、その申立てを受けた締約国の権限のある当局は、その申立てに理由があると認める場合には、この条約の規定に適合しない課税を回避するため、他方の締約国の権限のある当局と合意に達するように努めるものとする。

- (2) この条において、「退職年金」には、過去の勤務に関連し、提供した役務に対する対価として又は受けた傷害に対する補償として退職後又は死後に行なわれる定期的な給付（合衆国及び日本国の社会保障制度に基づく給付を含む。）を含む。
- (3) この条において、「保険年金」には、適正かつ十分な対価に應ずる給付（役務の提供に係るものを除く。）を行なう義務に従い、終身又は特定の期間中、所定の時期において定期的に支払われる所定の金額を含む。

第二十四条

この条約の規定は、国際法の一般原則又は特別の協定の規定に基づく外交官又は領事官の租税上の特権に影響を及ぼすもの

規定に基づく特典を要求することができない。

- (3) 第十九条及び第二十条(1)に定める特典は、訪問の目的を達成するため合理的と認められ又は通常必要とされる期間に限って与えられる。もつとも、いずれの個人も、その到着の日から合計五課税年度をこえて当該特典を受けることができない。

第二十三条

- (1) 第二十一条の規定が適用される場合を除くほか、一方の締約国の居住者である個人に支払われる退職年金及び保険年金に対しては、当該一方の締約国においてのみ租税を課することができ。

おける移住者の資格を有する者でない限り、合衆国の租税を課さない。

第二十二條

(1) 第十七条から前条までの規定は、旅費として弁償される額についても適用する。もつとも、その額は、第十七条(2)及び第二十条に定める免除限度額をこえる所得の額を計算するにあつて算入しない。

(2) 第十七条から前条までの規定のうち二以上の規定に基づく特典を受ける資格のある個人は、それら二以上の規定のうち自己にとつて最も有利な規定の適用を受けることができる。その個人は、同一の所得につきこれらの規定のうち二以上の

合衆国の市民に支払われ又は合衆国若しくはその地方政府若しくは地方公共団体の公的基金から合衆国の市民に支払われる賃金、給料その他これらに類する報酬（退職年金その他これに類する給付を含む。）に対しては、その個人が日本国の国民でなく、かつ、永住のため日本国に入国することを許可された者でない限り、日本国の租税を課さない。

(2) 政府の職務の遂行として日本国又はその地方公共団体のために提供された労働又は人的役務につき、日本国若しくはその地方公共団体によつて日本国の国民である個人に支払われ又は日本国若しくはその地方公共団体が拠出した基金から日本国の国民である個人に支払われる賃金、給料その他これらに類する報酬（退職年金その他これに類する給付を含む。）に対しては、その個人が合衆国の市民でなく、かつ、合衆国に

た個人であつて、当該一方の締約国の政府が主催する計画への参加者として、訓練、研究又は勉学を主たる目的として一年をこえない期間当該一方の締約国内に一時的に滞在するものは、当該一方の締約国内で行なり訓練、研究又は勉学に關する人的役務によつて取得する所得であつて合計一万合衆国ドル又は日本円によるその相当額をこえないものにつき、当該一方の締約国の租税を免除される。

第二十一条

(1) 政府の職務の遂行として合衆国又はその地方政府若しくは地方公共団体のために提供された労働又は人的役務につき、合衆国若しくはその地方政府若しくは地方公共団体によつて

- (2) 一方の締約国を訪れた当初に他方の締約国の居住者であつた個人であつて、当該他方の締約国の居住者の使用人として又はその居住者との契約に基づき、次のいずれかのことを主たる目的として当該一方の締約国内に一時的に滞在するものは、継続する十二箇月の期間、その人的役務によつて取得する所得であつて合計五千合衆国ドル又は日本円によるその相当額をこえないものにつき、当該一方の締約国の租税を免除される。
- (a) 当該他方の締約国の居住者以外の者から技術上、職業上又は事業上の経験を習得すること。
- (b) 当該一方の締約国内の大学その他の公認された教育機関において勉学を行なうこと。
- (3) 一方の締約国を訪れた当初に他方の締約国の居住者であつ

(i) 当該一方の締約国内の大学その他の公認された教育機関において勉学を行なうこと。

(ii) 職業上の又は専門家の資格に必要な訓練を受けること。
(iii) 政府又は宗教、慈善、學術、文芸若しくは教育の団体からの交付金、手当又は奨励金を受領する者として勉学又は研究を行なうこと。

(b)

(a) にいう給付とは、次のものとする。

(i) 生計、教育、勉学、研究又は訓練のための海外からの送金

(ii) 交付金、手当又は奨励金

(iii) 当該一方の締約国内で提供する人的役務によつて取得する所得であつて一課税年度において合計二千合衆国ドル又は日本円によるその相当額をこえないもの

- (2) 方の締約国において租税を免除されていた個人
この条の規定は、公的な利益のためではなく、主として特定の者の私的な利益のために行なわれる研究から生ずる所得については、適用しない。

第二十條

- (1) (a) 一方の締約国を訪れた当初に他方の締約国の居住者であつた個人であつて、次のいずれかのことを主たる目的として当該一方の締約国内に一時的に滞在するものは、当該一方の締約国に到着した日から五課税年度をこえない期間、(b)に掲げる給付につき当該一方の締約国の租税を免除される。

- (1) 一方の締約国の政府又は当該一方の締約国内にある大学その他の公認された教育機関の招請により大学その他の公認された教育機関において教育若しくは研究又はこれらの双方を行なうことを主たる目的として当該一方の締約国内に一時的に滞在する個人であつて次のいずれかに該当するものは、当該一方の締約国に到着した日又は次条(1)(a)の免除が適用される当該一方の締約国内における勉学、訓練又は研究を終了した日から二年をこえない期間、その教育機関における教育又は研究の人的役務によつて取得する所得につき当該一方の締約国の租税を免除される。
- (a) 当該一方の締約国を訪れた当初に他方の締約国の居住者であつた個人
- (b) 当該招請を受ける直前に次条(1)(a)の規定に基づき当該一

(4) (2)の規定にかかわらず、個人が一方の締約国の居住者により国際運輸に運用される船舶又は航空機において使用人として提供する労働又は人的役務によつて取得する報酬については、その個人がその船舶又は航空機の正規の乗組員である場合には、他方の締約国の租税を免除する。

(5) 前条及び(2)の規定にかかわらず、一方の締約国の居住者である個人が他方の締約国の法人の役員で取得する役員報酬であつて、当該他方の締約国において利得の分配として取り扱われ、当該法人による損金算入を否認されるものに対しては、当該他方の締約国が租税を課することができる。

第十九条

の適用上、個人は、その雇用者が法人その他の団体であり、かつ、自己が次のいずれかの条件を満たすものである場合には、その雇用者の実質的な所有者として取り扱う。

(a) 当該法人その他の団体の議決権のあるすべての種類の株式の総議決権の二十五パーセント以上又はすべての種類の株式の総価額の二十五パーセント以上を直接又は間接に所有すること。

(b) 当該その他の団体の資産の二十五パーセント以上について直接若しくは間接に権利を有し又は当該その他の団体の利得の二十五パーセント以上に対して権利を有すること。
これらの所有割合を算定するにあたり、その個人の兄弟、姉妹、配偶者、尊属又は卑属が直接又は間接に所有する株式、資産又は権利は、その個人が所有するものとみなす。

が当該一方の締約国内に存在する場合に、その個人がその恒久的施設の使用人であること。(以下この条において、これらの居住者は、その恒久的施設を有する法人その他の団体を含めて、「雇用者」という。)

(c) その報酬が当該他方の締約国内に雇用者の有する恒久的施設により報酬として負担されないこと。

(3) (1)に規定する種類の報酬を受領する個人がその雇用者の実質的な所有者である場合において、その雇用者が当該課税年度中に当該他方の締約国内の源泉から取得する所得(その額は、当該個人に支払われる報酬を控除しないで計算する。)の五十パーセント以上がその雇用者の実質的な所有者である当該個人の労働又は人的役務の提供から生ずるものであるときは、(2)の規定は、当該報酬については適用しない。この規定

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労働又は人的役務によつて取得する賃金、給料その他これらに類する報酬（法人の役員が取得する報酬を含む。）に対しては、当該一方の締約国が租税を課することができる。これらの報酬で他方の締約国内の源泉から取得するものに対しては、(2)の規定が適用される場合を除くほか、当該他方の締約国も、租税を課することができる。

(2) 一方の締約国の居住者である個人が取得する(1)に規定する種類の報酬については、次の(a)から(c)までのことを条件として、他方の締約国の租税を免除する。

(a) その個人が当該課税年度を通じて合計百八十三日をこえない期間当該他方の締約国内に滞在すること。

(b) その個人が当該一方の締約国の居住者の使用人であることと又は、当該一方の締約国以外の国の居住者の恒久的施設

(1)

もつとも、この場合には、その所得のうちその固定的施設に帰せられる部分に対してのみ租税を課することができらる。

(c) その個人が演劇、映画若しくはテレビジョンの俳優、音楽家その他の芸能人又は運動家であり、その所得がこれらの者としての人的役務から生ずるものであり、かつ、その個人が当該他方の締約国内に滞在する期間が当該課税年度を通じて合計九十日をこえ、又はその所得が当該課税年度を通じて合計三千合衆国ドル若しくは日本円によるその相当額をこえること。

第十八条

一方の締約国の居住者である個人が使用人として提供する

労働又は人的役務によつて取得する賃金、給料その他これらに類する報酬（法人の役員が取得する報酬を含む。）に対しては、当該一方の締約国が租税を課することができる。これらの報酬で他方の締約国内の源泉から取得するものに対しては、(2)の規定が適用される場合を除くほか、当該他方の締約国も、租税を課することができる。

(2) 一方の締約国の居住者である個人が取得する(1)に規定する種類の報酬については、次の(a)から(c)までのことを条件として、他方の締約国の租税を免除する。

(a) その個人が当該課税年度を通じて合計百八十三日をこえない期間当該他方の締約国内に滞在すること。

(b) その個人が当該一方の締約国の居住者の使用人であることと又は、当該一方の締約国以外の国の居住者の恒久的施設

(1)

もつとも、この場合には、その所得のうちその固定的施設に帰せられる部分に対してのみ租税を課することができ、
(c) その個人が演劇、映画若しくはテレビジョンの俳優、音楽家その他の芸能人又は運動家であり、その所得がこれらの者としての人的役務から生ずるものであり、かつ、その個人が当該他方の締約国内に滞在する期間が当該課税年度を通じて合計九十日をこえ、又はその所得が当該課税年度を通じて合計三千合衆国ドル若しくは日本円によるその相当額をこえること。

第十八条

一方の締約国の居住者である個人が使用人として提供する

(1) 一方の締約国の居住者である個人が独立の資格で行なう人的役務の提供によつて取得する所得に対しては、当該一方の締約国が租税を課することができる。その所得については、(2)の規定が適用される場合を除くほか、他方の締約国の租税を免除する。

(2) 一方の締約国の居住者である個人が他方の締約国内で独立の資格において行なう人的役務の提供によつて取得する所得に対しては、次のいずれかのことを条件として、当該他方の締約国が租税を課することができる。

(a) その個人が当該課税年度を通じて合計百八十三日をこえる期間当該他方の締約国内に滞在すること。

(b) その個人が当該課税年度を通じて合計百八十三日をこえる期間当該他方の締約国内に固定的施設を保有すること。

益を生ずる財産がその恒久的施設と実質的に関連を有するとき。

(4) 当該一方の締約国の居住者（個人に限る。）であるその収益の受領者が、

(a) 当該課税年度を通じて合計百八十三日をこえる期間当該他方の締約国内に固定的施設を保有する場合において、その収益を生ずる財産がその固定的施設と実質的に関連を有するとき、又は

(b) 当該課税年度を通じて合計百八十三日をこえる期間当該他方の締約国内に滞在する場合

第十七条

第十六条

一方の締約国の居住者が資本資産の売却、交換その他の処分によつて取得する収益については、次の場合を除くほか、他方の締約国の租税を免除する。

(1) その収益が当該他方の締約国内に存在する前条の財産の売却、交換その他の処分によつて当該一方の締約国の居住者の取得するものである場合

(2) その収益が第十四条(3)(b)に規定する売却、交換その他の処分から生ずるものである場合

(3) 当該一方の締約国の居住者であるその収益の受領者が当該他方の締約国内に恒久的施設を有する場合において、その収

第十五条

(1) 不動産から生ずる所得（鉱山若しくは採石場の経営又は天然資源の採取に係る使用料及びこれらの財産又は当該使用料を生ずる権利の売却、交換その他の処分から生ずる収益を含む。）に対しては、その不動産、鉱山、採石場又は天然資源の存在する締約国が租税を課することができる。この条約の適用上、不動産によつて担保された債権又は鉱山若しくは採石場の経営若しくは天然資源の採取に係る使用料を生ずる権利によつて担保された債権の利子は、不動産から生ずる所得とはみなさない。

(2) (1)の規定は、不動産の用益権又は直接使用、賃貸その他の形式による使用から生ずる所得についても適用する。

権利の生産性、使用又は処分に応ずる部分

(4) (2)の規定は、一方の締約国の居住者である使用料の受領者が他方の締約国内に恒久的施設を有し、かつ、その使用料を生ずる財産又は権利がその恒久的施設と実質的に関連を有する場合には、適用しない。

(5) この条の規定は、いずれかの者が自己と関連を有する者に支払う使用料が関連を有しない者に支払われるとみられる金額をこえる場合には、その使用料のうち関連を有しない者に支払われるとみられる金額についてのみ適用する。この場合には、各締約国は、自国の法令（この条約中の適用される規定を含む。）に従い、そのこえて支払われる金額に対して租税を課することができ。

一セントをこえないものとする。

(3) この条において、「使用料」とは、次のものをいう。

(a) 文学上、美術上若しくは学術上の著作物、映画フィルム若しくはラジオ放送用若しくはテレビジョン放送用のフィルム若しくはテープの著作権、特許権、意匠、模型、図面、秘密工程、秘密方式、商標権その他これらに類する財産若しくは権利、ノウ・ハウ又は船舶若しくは航空機（船舶又は航空機を国際運輸に運用することに従事していない者が賃貸するものに限る。）の使用又は使用の権利の対価としてのすべての種類の支払金

(b) (a)に掲げる財産又は権利（船舶及び航空機を除く。）の売却、交換その他の処分から生ずる収益で対価を得て行なうそれらの処分によつて実現するもののうち、その財産又は

付証書その他の債権証書（担保の有無及び利得の分配を受ける権利の有無を問わない。）その他のすべての種類の信用に係る債権から生じた所得及びその他の所得でその源泉の存在する締約国の税法上貸付金から生ずる所得と同様に取り扱われるものをいう。

第十四条

(1) 一方の締約国の居住者が他方の締約国内の源泉から取得する使用料に対しては、双方の締約国が租税を課することができ。

(2) 一方の締約国の居住者が他方の締約国内の源泉から取得する使用料に対し当該他方の締約国が課する租税の率は、十バ

セントをこえないものとする。

(5) (2)から(4)までの規定は、一方の締約国の居住者である利子の受領者が他方の締約国内に恒久的施設を有し、かつ、その利子を生ずる債権がその恒久的施設と実質的に関連を有する場合には、適用しない。

(6) この条の規定は、いずれかの者が自己と関連を有する者に支払う利子が関連を有しない者に支払われるとみられる金額をこえる場合には、その利子のうち関連を有しない者に支払われるとみられる金額についてのみ適用する。この場合には、各締約国は、自国の法令（この条約中の適用される規定を含む）に従い、そのこえて支払われる金額に対して租税を課することができる。

(7) この条約において、「利子」とは、債券、社債、公債、利

て保証された債権、これらの銀行による間接融資に係る債権若しくは輸出保険法（昭和二十五年法律第六十七号）に基づき日本国政府によつて保険された債権に関する利子で日本国の居住者が合衆国内の源泉から取得するものについては、合衆国の租税を免除する。

(3) (1)の規定にかかわらず、合衆国の連邦準備銀行若しくは合衆国輸出入銀行が日本国内の源泉から取得する利子又はこれらの銀行によつて保証され若しくは保険された債権若しくはこれらの銀行による間接融資に係る債権に関する利子で合衆国の居住者が日本国内の源泉から取得するものについては、日本国の租税を免除する。

(4) 一方の締約国の居住者が他方の締約国内の源泉から取得する利子に対し当該他方の締約国が課する租税の率は、十パー

くものとする。

- (3) (2)の規定は、一方の締約国の居住者である配当の受領者が他方の締約国内に恒久的施設を有し、かつ、その配当の支払の基因となつた株式がその恒久的施設と実質的に関連を有する場合には、適用しない。

第十三条

- (1) 一方の締約国の居住者が他方の締約国内の源泉から取得する利子に対しては、双方の締約国が租税を課することができ
る。

- (2) (1)の規定にかかわらず、日本銀行若しくは日本輸出入銀行が合衆国内の源泉から取得する利子又はこれらの銀行によつ

人の課税年度中の当該配当の支払日に先だつ期間又は、その課税年度の直前に課税年度があるときは、当該期間及び当該直前の課税年度を通じて、当該配当を支払う法人の議決権のある株式の少なくとも十パーセントを所有していること。

(ii) 当該配当を支払う法人が(i)にいう直前の課税年度中に取得する利子又は配当が、その総所得の二十五パーセント以下であること。ただし、これらの利子又は配当については、銀行業その他の金融業又は保険業から生ずる利子並びに、当該配当を支払う法人がそのいずれかの子会社から利子又は配当を受領する際に当該子会社の発行した議決権のある株式（自己株式を除く。）の五十パーセント以上を所有している場合には、当該利子及び配当を除

第十二条

(1) 一方の締約国の居住者が他方の締約国内の源泉から取得する配当に対しては、双方の締約国が租税を課することができ
る。

(2) 一方の締約国の居住者が他方の締約国内の源泉から取得する配当に対し当該他方の締約国が課する租税の率は、次のものをこえないものとする。

(a) 実際に分配された配当の総額の十五パーセント

(b) 当該配当の受領者が法人である場合には、実際に分配された配当の総額の十パーセント。ただし、次の(i)及び(ii)のことを条件とする。

(i) 当該配当の受領者である法人が、当該配当を支払う法

を有する者のうちいずれか一方の者の所得若しくは損失又は納付税額の計算にあたつて考慮されたであろう所得又は所得控除、税額控除その他の租税の減免については、当該一方の締約国の居住者の課税所得の額及び納付税額を計算するにあたり、これらを算入し及び適用することができ。

(2) いずれか一方の者が他方の者を直接若しくは間接に所有し若しくは支配している場合又は第三者がそれら双方の者を直接若しくは間接に所有し若しくは支配している場合には、いずれの一方の者も、他方の者と関連を有するものとされる。この規定の適用上、「支配」には、いかなる種類の支配（法的効力を有するかどうか及びその行使の程度を問わない。）をも含む。

が日本国に登録されている船舶若しくは航空機又はその賃借している船舶若しくは航空機を国際運輸に運用することによつて取得する所得及び日本国の居住者が国際運輸に運用する船舶又は航空機で日本国に登録されているものの売却、交換その他の処分によつて取得する収益については、合衆国の租税を免除する。

第十一条

(1) 一方の締約国の居住者その他の者とが関連を有する場合において、両者の間で独立の者の間の取決めと異なる取決めが作成され又は独立の者の間の条件と異なる条件が課されるときは、その取決め又は条件がないとしたならばそのような関連

ているという事実は、当該一方の締約国の居住者が当該他方の締約国内に恒久的施設を有するかどうかを決定するにあたって考慮されないものとする。

第十条

(1) 第八条及び第十六条の規定にかかわらず、合衆国の居住者が合衆国に登録されている船舶又は航空機を国際運輸に運用することによつて取得する所得及び合衆国の居住者が国際運輸に運用する船舶又は航空機で合衆国に登録されているものの売却、交換その他の処分によつて取得する収益については、日本国の租税を免除する。

(2) 第八条及び第十六条の規定にかかわらず、日本国の居住者

いて契約を締結する権限を有し、かつ、これを常習的に行使するものは、当該一方の締約国内における恒久的施設とされる。ただし、そのような権限の行使が当該居住者のために物品又は商品を購入することに限られるときは、この限りでない。

(5) 一方の締約国の居住者は、仲立人、問屋その他独立の地位を有する代理人でこれらの者としての業務を通常の方法で行なうものを通じて他方の締約国内で産業上又は商業上の活動を行なつているという理由のみでは、当該他方の締約国内に恒久的施設を有するものとされることはない。

(6) 一方の締約国の居住者が他方の締約国の居住者又は当該他方の締約国内において恒久的施設を通じ若しくはこれを通じないで産業上若しくは商業上の活動を行なう者と関連を有し

しのため施設を使用すること。

(b) 当該居住者に属する物品又は商品の在庫を保管、展示又は引渡しのため保有すること。

(c) 当該居住者に属する物品又は商品の在庫を他の者による加工のため保有すること。

(d) 当該居住者のために物品若しくは商品を購入し又は情報を収集すること。

(e) 当該居住者のために広告、情報の提供、科学的調査その他これらに類する準備的若しくは補助的な性質の活動を行なうこと。

(4) 一方の締約国内で他方の締約国の居住者に代わつて行動する者（5）の規定が適用される独立の地位を有する代理人を除く。）であつて、当該一方の締約国内で、当該居住者の名にお

らに限らない。

(a) 支店

(b) 事務所

(c) 工場

(d) 作業場

(e) 倉庫

(f) 鉱山、採石場その他天然資源を採取する場所

(g) 建築工事現場又は建設若しくは据付けの工事で、二十四

箇月をこえる期間存続するもの

(3) (1)及び(2)の規定にかかわらず、恒久的施設には、次の一又は二以上のことのためにのみ用いられる事業を行なう一定の場所を含まない。

(a) 当該居住者に属する物品又は商品の保管、展示又は引渡

的役務に対する報酬として受領する所得

(b) 一方の締約国の法人その他の団体が、第十八条(3)に規定する理由により同条(2)の規定に基づく免除を受ける資格がなく又は受ける資格がないと認められる個人の人的役務を提供することにより、他方の締約国内の源泉から取得する所得

第九条

(1) この条約の適用上、「恒久的施設」とは、事業を行なう一定の場所であつて一方の締約国の居住者がそれを通じて産業上又は商業上の活動を行なっているものをいう。

(2) 「事業を行なう一定の場所」は、次のものを含むが、これ

を理由としては、いかなる利得も、その恒久的施設に帰せられることはない。

(5) 「産業上又は商業上の利得」には、製造業、商業、保険業、農業、漁業及び鉱業から生ずる所得並びに船舶又は航空機の運用、人的役務の提供及び有体の動産（船舶及び航空機を除く。）の賃貸から生ずる所得を含む。この用語には、また、不動産及び天然資源から生ずる所得、配当、利子、第十四条(3)に定義する使用料並びに譲渡収益を生ずる権利又は財産が、一方の締約国の居住者である受領者が他方の締約国内に有する恒久的施設と実質的に関連を有する場合には、その所得、配当、利子、使用料及び譲渡収益を含む。この用語には、次のものは、含まれない。

(a) 個人が使用人として提供し又は独立の資格で提供する人

で同一又は類似の活動を行ない、かつ、当該恒久的施設を有する居住者と、全く独立の立場で、取引を行なう独立の者であつたとしたならば、当該恒久的施設に帰せられたとみられる産業上又は商業上の利得が、各締約国において当該恒久的施設に帰せられるものとする。

(3) 恒久的施設の産業上又は商業上の利得を決定するにあつては、経営費及び一般管理費を含む費用でその利得と合理的に関連するものは、その恒久的施設が存在する締約国内で生じたか他の場所において生じたかを問わず、損金に算入することを認められる。

(4) 一方の締約国の居住者が他方の締約国内に恒久的施設を有する場合に、その恒久的施設がその居住者のために行ない又はその居住者が自己のために行なう物品又は商品の購入のみ

第八條

(1) 一方の締約国の居住者の産業上又は商業上の利得については、その居住者が他方の締約国内に存在する恒久的施設を通じて当該他方の締約国内で産業上又は商業上の活動に従事しない限り、当該他方の締約国の租税を免除する。その居住者が当該恒久的施設を通じて当該他方の締約国内でそのような活動に従事する場合には、当該他方の締約国は、その居住者の産業上又は商業上の利得のうち当該恒久的施設に帰せられる部分に対してのみ、租税を課することができる。

(2) 一方の締約国の居住者が他方の締約国内に存在する恒久的施設を通じて当該他方の締約国内で産業上又は商業上の活動に従事する場合には、当該恒久的施設が同一又は類似の条件

者である個人に認める租税上の人的控除、救済及び軽減を他方の締約国の居住者である個人に認めることを義務づけるものと解してはならない。

(3) 一方の締約国の法人であつてその資本の全部又は一部が他方の締約国の一又は二以上の居住者により直接又は間接に所有され又は支配されているものは、当該一方の締約国において、同様の活動を行なう当該一方の締約国の法人であつてその資本の全部が当該一方の締約国の一又は二以上の居住者によつて所有され又は支配されているものが課されており又は課されることがある租税又はこれに関連する要件以外の又はこれらよりも重い租税又はこれに関連する要件を課されることはない。

各締約国によりその国内法令に従つて決定される。

第七条

(1) 一方の締約国の国民である他方の締約国の居住者は、当該他方の締約国において、当該他方の締約国の国民でありかつ居住者である者が課される租税よりも重い租税を課されることはない。

(2) 一方の締約国の居住者が他方の締約国内に有する恒久的施設は、当該他方の締約国において、同様の活動を行なう当該他方の締約国の居住者が課される租税よりも重い租税を課されることはない。この規定は、一方の締約国に対し、家族の状況又は家族を扶養するための負担を理由として自国の居住

該恒久的施設と実質的に関連を有する場合には、それらの所得、配当、利子、使用料及び譲渡収益を含む。は、当該他方の締約国内の源泉から生ずる所得として取り扱う。財産又は権利が恒久的施設と実質的に関連を有するかどうかを決定するにあつては、なかんずく、その財産又は権利がその恒久的施設を通ずる産業上又は商業上の活動の遂行に使用され又はその使用のために保有されていたかどうか、また、その恒久的施設を通ずる活動がその財産又は権利から生ずる所得の実現のための実質的な要因となつていたかどうかを考慮するものとする。このため、その財産若しくは権利又はその所得が当該恒久的施設に係るものとして経理されているかどうかについて妥当な考慮を払うものとする。

- (9)
(1) から (8) までの規定が適用されない項目の所得の源泉は、

場合に限り、当該一方の締約国内の源泉から生ずる所得として取り扱う。第十八条(5)の役員報酬は、当該個人が役員である法人が一方の締約国の法人である場合に限り、当該一方の締約国内の源泉から生ずる所得として取り扱う。

(7) 動産の売買から生ずる所得（使用料として第十四条(3)(b)に定義する収益を除く。）は、その動産が一方の締約国内で売却される場合に限り、当該一方の締約国内の源泉から生ずる所得として取り扱う。

(8) (1)から(7)までの規定にかかわらず、産業上又は商業上の利得であつて、一方の締約国の居住者であるその利得の受領者が他方の締約国内に有する恒久的施設に帰せられるもの（不動産及び天然資源から生ずる所得、配当、利子、第十四条(3)に定義する使用料並びに譲渡収益を生ずる財産又は権利が当

する所得（第十八条(5)の役員報酬を除く。）は、その役務が一方の締約国内で提供される場合に限り、当該一方の締約国内の源泉から生ずる所得として取り扱う。一方の締約国の居住者が国際運輸に運用する船舶又は航空機において提供される労働又は人的役務から生ずる所得は、その役務がその船舶又は航空機の正規の乗組員によつて提供される場合には、当該一方の締約国内の源泉から生ずる所得として取り扱う。この(6)の規定の適用上、労働又は人的役務から生ずる所得には、その役務について支払われる第二十三条(2)にいう退職年金が含まれる。この(6)の前記の規定にかかわらず、第二十一条の報酬は、一方の締約国若しくはその地方政府若しくは地方公共団体によつて支払われ、又は一方の締約国若しくはその地方政府若しくは地方公共団体が拠出した基金から支払われる

を生ずる権利の売却、交換その他の処分から生ずる収益を含む。は、これらの財産が一方の締約国内に存在する場合に限り、当該一方の締約国内の源泉から生ずる所得として取り扱う。

(5) 有体の動産（船舶及び航空機を除く。）の賃貸から生ずる所得は、その動産が一方の締約国内に存在する場合に限り、当該一方の締約国内の源泉から生ずる所得として取り扱う。船舶又は航空機を国際運輸に運用することに従事していない者が船舶又は航空機の賃貸から取得する所得は、賃借者が一方の締約国の居住者である場合に限り、当該一方の締約国内の源泉から生ずる所得として取り扱う。

(6) 個人が使用人としてであると独立の資格においてであるとを問わずその労働又は人的役務を提供することについて受領

而締約国以外の国に当該恒久的施設を有する場合において、その利子の支払の基因となつた債務が当該恒久的施設について生ずるとき。

- (3) 第十四条(3)(a)に掲げる財産（船舶及び航空機を除く。）又は権利の使用又は使用の権利に対する使用料及び同条(3)(b)に規定する財産又は権利の生産性、使用又は処分に応じて生ずる収益は、当該財産又は権利の一方の締約国内における使用又は使用の権利につき、当該使用料が支払われ又は当該収益を生ずる売却、交換その他の処分によつて実現する金額が支払われる場合に限り、当該一方の締約国内の源泉から生ずる所得として取り扱う。

- (4) 不動産から生ずる所得（鉱山若しくは採石場の経営又は天然資源の採取に係る使用料及びこれらの財産又は当該使用料

う。

(2) 利子は、一方の締約国又はその地方政府、地方公共団体若しくは居住者によつて支払われる場合に限り、当該一方の締約国内の源泉から生ずる所得として取り扱う。ただし、次の場合において、恒久的施設が利子（船舶又は航空機の購入に関連して生じた債務について支払われるものを除く。）を負担するときは、その利子は、当該恒久的施設が存在する国の源泉から生ずるものとする。

(a) その利子の支払者（一方の締約国の居住者であるかどうかを問わない。）が一方の締約国内に当該恒久的施設を有する場合において、その利子の支払の基因となつた債務が当該恒久的施設について生ずるとき。

(b) その利子の支払者が一方の締約国の居住者であり、かつ、

をも認める。合衆国に納付される租税に関する日本国の税額控除の適用上、所得の源泉の決定にあつては、第六条に定める規則を適用する。

- (2) 一方の締約国の租税でこの条の規定に従い他方の締約国において税額控除されるものには、当該一方の締約国の地方府又は地方公共団体が課する所得又は利得に対する租税を含む。

第六条

この条約の適用上、

- (1) 配当は、一方の締約国の法人によつて支払われる場合に限り、当該一方の締約国内の源泉から生ずる所得として取り扱

ついて納付した日本国の租税に対応する額の税額控除をも認める。日本国に納付される租税に関する合衆国の税額控除の適用上、所得の源泉の決定にあつては、第六条に定める規則を適用する。

(b) 日本国は、日本国以外の国において納付される租税を日本国の租税から控除することに関する日本国の法令で当該時に施行されているものの規定に従い、日本国の居住者に対し、合衆国の租税に対応する額を日本国の租税から控除することを認めるものとし、また、合衆国の法人の議決権のある株式の少なくとも十パーセントを所有する日本国の法人で当該合衆国の法人から配当を受領するものに対しては、当該合衆国の法人が当該配当の支払の基因となつた利得について納付した合衆国の租税に対応する額の税額控除

部分についてのみ適用する。

第五条

(1) 所得に対する二重課税は、次の方法によつて回避する。

(a) 合衆国は、合衆国以外の国において納付される租税を合衆国の租税から控除することに関する合衆国の法令で当該時に施行されているものの規定に従い、合衆国の市民又は居住者に対し、日本国の租税に対応する額を合衆国の租税から控除することを認めるものとし、また、日本国の法人の議決権の少なくとも十パーセントを有する合衆国の法人で当該日本国の法人から配当を受領するものに対しては、当該日本国の法人が当該配当の支払の基因となつた利得に

又は間接に所有されている場合には、当該課税年度分の合衆国の同族持株会社税を免除される。日本国の法人は、当該課税年度中のいずれの時においても恒久的施設を通じて合衆国において営業又は事業を行なわない限り、当該課税年度分の合衆国の留保収益税を免除される。

(7) この条約の規定に従い一方の締約国が他方の締約国の居住者の所得に対する租税の率を軽減し又はその租税を免除する場合において、当該他方の締約国において施行されている法令により、当該居住者が、その所得のうち当該他方の締約国に送金され又は当該他方の締約国内で受領された部分についてののみ当該他方の締約国において租税を課されることがされているときは、その軽減又は免除は、その所得のうち当該他方の締約国に送金され又は当該他方の締約国内で受領された

のいずれかの時に合衆国内に滞在し、かつ、合衆国内で当該納税者と同居するものにつき、追加の人的控除を認められる。ただし、この追加の人的控除の額は、当該課税年度中に合衆国内の源泉から当該納税者の取得した総所得のうち同法第八百六十四条のの規定に従い合衆国内における営業又は事業の遂行に実質的に関連を有するものとして取り扱われる部分が当該課税年度中にすべての源泉から当該納税者の取得した全所得に対して占める割合を法定の控除額に乗じて得た額をこえないものとする。

(6) 合衆国は、この条約の規定にかかわらず、その同族持株会社税及び留保収益税を課することができ。もつとも、日本の法人は、そのすべての株式が日本国の居住者である個人で合衆国の市民でないものにより当該課税年度を通じて直接

締約国の課税に影響を及ぼすものではない。

(4) (3)の規定は、次の特典に影響を及ぼすものではない。

(a) 次条、第七条、第二十一条及び第二十五条に定める特典
(b) 第十九条、第二十条及び第二十二条に定める特典。ただし、合衆国が与える当該特典については、これを要求する者が合衆国の市民でなく、かつ、合衆国における移住者の資格を有しない場合に限る。

(5) 日本国の居住者（日本国政府又は日本国の地方公共団体の職員及び使用人を除く。）で合衆国の居住者でないものは、合衆国の租税に関し、千九百六十八年十二月一日現在有効な合衆国内国歳入法第八百七十三条に定める人的控除に加え、同日現在有効な同法第百五十一条から第百五十四条までに定める条件に従い、当該納税者の配偶者及び子で当該課税年度中

(1) 一方の締約国は、この条約に定める制限に従い、他方の締約国の居住者に対し当該一方の締約国内の源泉から生ずる所得についてのみ租税を課することができ、この規定の適用上、所得の源泉の決定にあつては、第六条に定める規則を適用する。

(2) この条約の規定は、次のものによつて現在又は将来認められる非課税、免税、所得控除、税額控除その他の租税の減免をいかなる態様においても制限するものと解してはならない。

(a) 一方の締約国が課する租税の額を決定するにあつて適用される当該一方の締約国の法令

(b) 両締約国の間の他の協定

(3) この条約は、(4)の場合を除くほか、一方の締約国の居住者（合衆国については、その市民を含む。）に対する当該一方の

定ができない場合には、当該個人は、その有する常用の住居が存在する締約国の居住者とみなす。その常用の住居を双方の締約国内に有する場合又はこれをいずれの締約国内にも有しない場合には、当該個人は、自己が国民である締約国の居住者とみなす。当該個人が双方の締約国の国民であるとき、又はいずれの締約国の国民でもないときは、両締約国の権限のある当局は、合意によつて当該事案を解決する。この(3)の規定により一方の締約国の居住者であつて他方の締約国の居住者でないとみなされる個人は、この条約（次条を含む。）の規定の適用上、当該一方の締約国のみの居住者とみなす。

第四条

(1) 一方の締約国は、この条約に定める制限に従い、他方の締約国の居住者に対し当該一方の締約国内の源泉から生ずる所得についてのみ租税を課することができ、この規定の適用上、所得の源泉の決定にあつては、第六条に定める規則を適用する。

(2) この条約の規定は、次のものによつて現在又は将来認められる非課税、免税、所得控除、税額控除その他の租税の減免をいかなる態様においても制限するものと解してはならない。

(a) 一方の締約国が課する租税の額を決定するにあつて適用される当該一方の締約国の法令

(b) 両締約国の間の他の協定

(3) この条約は、(4)の場合を除くほか、一方の締約国の居住者（合衆国については、その市民を含む。）に対する当該一方の

定ができない場合には、当該個人は、その有する常用の住居が存在する締約国の居住者とみなす。その常用の住居を双方の締約国内に有する場合又はこれをいずれの締約国内にも有しない場合には、当該個人は、自己が国民である締約国の居住者とみなす。当該個人が双方の締約国の国民であるとき、又はいずれの締約国の国民でもないときは、両締約国の権限のある当局は、合意によつて当該事案を解決する。この(3)の規定により一方の締約国の居住者であつて他方の締約国の居住者でないときとみなされる個人は、この条約（次条を含む）の規定の適用上、当該一方の締約国のみの居住者とみなす。

第四条

(2) 「合衆国の居住者」とは、次の者をいう。

(a) 合衆国の法人

(b) 合衆国の租税に関し合衆国における居住者とされるその他の者（法人又は合衆国の法令により法人として取り扱われる団体を除く）。ただし、遺産又は信託財産は、その取得する所得のうち居住者の所得として合衆国の租税を課される部分に関する限り合衆国の居住者とされる。

(3) 双方の締約国の居住者となる個人は、その保有する恒久的住居が存在する締約国の居住者とみなす。その恒久的住居を双方の締約国内に有する場合又はこれをいずれの締約国内にも有しない場合には、当該個人は、その人的及び経済的關係が最も密接な締約国（重要な利害關係の中心がある国）の居住者とみなす。その重要な利害關係の中心のある締約国の決

(2) 一方の締約国がこの条約を適用する場合には、この条約において用いられる用語で特に定義されていないものは、文脈により別に解釈すべき場合を除くほか、この条約の対象である租税に関する当該一方の締約国の法令上有する意義を有するものとする。

第三条

この条約において、

(1) 「日本国の居住者」とは、次の者をいう。

(a) 日本国の法人

(b) 日本国の租税に関し日本国における居住者とされるその他の者

し合衆国の法人として取り扱われるものをいう。

(ii) 「日本国の法人」とは、日本国に本店若しくは主たる事務所を有する法人又は法人格を有しない団体で日本国の租税に関し日本国の法人として取り扱われるものをいう。

(f) 「権限のある当局」とは、次の者をいう。

(1) 合衆国については、財務長官又は権限を与えられたその代理者

(ii) 日本国については、大蔵大臣又は権限を与えられたその代理者

(g) 「国民」とは、次の者をいう。

(1) 合衆国については、合衆国の市民
(ii) 日本国については、日本国の国民

(1) この条約において、文脈により別に解釈すべき場合を除くほか、

(a) 「合衆国」とは、アメリカ合衆国をいい、地理的意味で用いる場合には、アメリカ合衆国の諸州及びコロンビア特別区をいう。

(b) 「日本国」とは、地理的意味で用いる場合には、日本国の租税に関する法令が施行されているすべての領域をいう。

(c) 「一方の締約国」又は「他方の締約国」とは、文脈により、合衆国又は日本国をいう。

(d) 「者」とは、個人、法人又は法人以外の団体をいう。

(e) (1) 「合衆国の法人」とは、合衆国、その州若しくはコロンビア特別区の法令に基づいて設立され若しくは組織された法人又は法人格を有しない団体で合衆国の租税に関

(b) 日本国については、所得税及び法人税（以下「日本国の租税」という。）

(2) この条約は、現行の租税に加え又はこれに代わつてこの条約の署名の日の後に課される租税であつて(1)に掲げる租税と実質的に類似するものについても、また、適用する。

(3) この条約は、第七条の規定の適用上、一方の締約国又はその地方政府若しくは地方公共団体によつて課されるすべての種類の租税についても、また、適用する。この条約は、第二十六条の規定の適用上、一方の締約国によつて課されるすべての種類の租税についても、また、適用する。

第二条

所得に対する租税に関する二重課税の回避及び脱税の防止のためのアメリカ合衆国と日本国との間の条約

アメリカ合衆国及び日本国は、

所得に対する租税に関し、二重課税を回避し及び脱税を防止するための新たな条約を締結することを希望して、次のとおり協定した。

第一条

(1) この条約の対象である租税は、次のものとする。

(a) 合衆国については、内国歳入法によつて課される連邦所得税（以下「合衆国の租税」という。）

[EXCHANGES OF NOTES]

No. 98

TOKYO, March 8, 1971

EXCELLENCY:

I have the honor to refer to the Convention between the United States of America and Japan for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income which was signed today and to confirm, on behalf of the Government of the United States of America, the following agreement reached between the two Governments:

Provided that any State, county, or local government in the United States does not levy any income tax or tax of a character substantially similar to the enterprise tax in Japan (hereinafter referred to as "State or local tax") on the operation in international traffic of ships or aircraft referred to in Article 10 of the Convention (hereinafter referred to as "the operation in international traffic") which is carried on by a resident of Japan and also there is no requirement to complete and file a tax return and its attached materials with regard to such tax, the Government of Japan will take necessary measures, on a reciprocal basis, to exempt the operation in international traffic which is carried on by a resident of the United States from the enterprise tax in Japan.

However, if subsequently any State, county, or local government in the United States levied State or local tax on the operation in international traffic carried on by a resident of Japan, or required the completion and filing of a tax return and its attached materials with regard to such tax, the Government of Japan would take necessary measures to let local authorities of Japan levy the enterprise tax on the operation in international traffic carried on by a resident of the United States on and after the accounting period which includes the first day of the accounting period of the aforesaid resident of Japan as to which State or local tax is levied.

This agreement shall have effect for accounting periods to which Article 10 of the Convention is applicable.

I have further the honor to request Your Excellency to be good enough to confirm the foregoing agreement on behalf of Your Excellency's Government.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

ARMIN H. MEYER

*Ambassador Extraordinary and
Plenipotentiary of
The United States of America*

His Excellency

KIICHI AICHI,

*Minister for Foreign Affairs,
Tokyo.*

TIAS 7365

本使は、閣下が前記の了解を貴国政府に代わつて確認されるよう要請する光榮を有します。

本大臣は、前記のことが日本国政府の了解でもあることを日本国政府に代わつて確認する光榮を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

千九百七十一年三月八日に東京で

日本国外務大臣

愛知 葵一

アメリカ合衆国特命全權大使

アーミン・H・マイヤー閣下

TIAS 7305

税」という。を課さず、かつ、当該租税に関する納税申告書及びそれに附属する書類を作成し及び提出する義務を課さないことを条件とする。

合衆国の州政府その他の地方政府が、その後において、日本国の居住者の行なう国際運輸業に対し州税その他の地方税を課し又は当該租税に関する納税申告書及びそれに附属する書類の作成及び提出を義務づける場合には、日本国政府は、当該租税を課された当該日本国の居住者の事業年度の開始の日を含む事業年度以後、日本国の地方公共団体が合衆国の居住者の行なう国際運輸業に対して事業税を課するより必要な措置をとる。

この合意は、条約第十条の規定が適用される事業年度について適用する。

書簡をもつて啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことを確認する光榮を有します。

本使は、本日署名された所得に対する租税に関する二重課税の回避及び脱税の防止のためのアメリカ合衆国と日本国との間の条約に言及し、両国政府間で到達した次の合意をアメリカ合衆国政府に代わつて確認する光榮を有します。

日本国政府は、相互主義に基づき、条約第十条に規定する船舶又は航空機の国際運輸における運用（以下「国際運輸業」という。）で合衆国の居住者が行なうものについて、日本国における事業税を免除するため必要な措置をとる。ただし、合衆国の州政府その他の地方政府のいずれもが、日本国の居住者の行なう国際運輸業に対し、所得に対する租税及び日本国の事業税と実質的に類似する租税（以下「州税その他の地方

Translation

MINISTRY OF FOREIGN AFFAIRS

Tokyo, March 8, 1971

The Minister for Foreign Affairs presents his compliments and has the honor of confirming receipt of the following note:

[For the English language text, see p. 1080.]

The Minister for Foreign Affairs has the honor to confirm the above understanding on behalf of the Government of Japan.

KIICHI AICHI

Minister for Foreign Affairs, Japan.

*Ambassador Extraordinary and Plenipotentiary
of the United States of America*

ARMIN H. MEYER

No. 99

Tokyo, March 8, 1971

EXCELLENCY:

I have the honor to refer to the Convention between the United States of America and Japan for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income which was signed today and to confirm, on behalf of the Government of the United States of America, the following understandings reached between the two Governments:

1. With respect to the development of "containerization" in the field of international transportation, the following was understood without prejudice to the applicable provisions of Article VII of the "Treaty of Friendship, Commerce and Navigation between Japan and the United States of America" signed at Tokyo on April 2, 1953: [¹]

(a) The income, if any, derived by a resident of a Contracting State engaged in the operation in international traffic of ships or aircraft (hereinafter referred to as the "international transportation company") from the use, maintenance, and lease of containers and related equipment (including trailers for the inland transport of containers) in connection with the operation in international traffic of ships or aircraft described in Article 10 of the Convention falls within the scope

¹ TIAS 2863; 4 UST 2069.

of the income described in that article and therefore is exempt from tax in the other Contracting State.

(b) It is noted that sometimes after containers, or containers and their trailers, have been used in international traffic, an inland transportation company will haul the containers, or containers and their trailers, to a container freight station or some other point where the containers are again packed with cargo for international traffic by the international transportation company. It may be that, in the case where the inland transportation company has obtained the right to load freight it is transporting into the containers, it will pay to the international transportation company a small service charge which will only partly offset the international transportation company's costs. In some instances, no such charge will be paid. It was understood that if the inland transportation company is only permitted to use the container, or the container and trailer, on its way to a point where it can again be used in international traffic and the service charge, if any, does not result in a profit to the international transportation company, such rental activity will be considered a part of international traffic. Accordingly, it was understood that the revenue which a resident of a Contracting State engaged in the operation in international traffic of ships or aircraft described in Article 10 of the Convention derives from transactions of the type described in this paragraph is also exempt from tax in the other Contracting State.

2. In the course of the discussions which have led to the conclusion of the Convention, it is noted that it is often the case that a person engaged in international traffic will lease a ship or aircraft to another person also engaged in international traffic either on a bareboat or full basis. It was agreed that the income derived by the lessor from such a lease is income from international traffic and, therefore, falls within the scope of the reciprocal exemption provision of Article 10 of the Convention.

3. With respect to paragraph (2) of Article 13 of the Convention, it was understood that a debt obligation would be treated as indirectly financed by the Export-Import Bank of Japan in cases where such Bank provides funds in the form of export credit, import credit, or investment credit to a resident of Japan for the purpose of permitting the resident of Japan to extend credit to a resident of the United States and the debt obligation represents such extension of credit to the resident of the United States. With respect to paragraph (3) of Article 13 of the Convention it was understood that at the present time the Export-Import Bank of the United States is not indirectly financing debt obligations within the meaning of said paragraph (3).

I have further the honor to request Your Excellency to be good enough to confirm the foregoing understandings on behalf of Your Excellency's Government.

TIAS 7365

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

ARMIN H. MEYER
*Ambassador Extraordinary and
Plenipotentiary of
the United States of America*

His Excellency
KIICHI AICHI,
*Minister for Foreign Affairs,
Tokyo.*

日本国外務大臣

愛知
揆
一

アメリカ合衆国特命全權大使

アーミン・H・マイヤー閣下

て取り扱うことが了解された。条約第十三条(3)の規定に關し、合衆国輸出入銀行は、現在、同条(3)にいう間接融資を行なっていないことが了解された。

本使は、閣下が前記の了解を貴国政府に代わつて確認されるよう要請する光榮を有します。

本大臣は、前記のことが日本国政府の了解でもあることを日本国政府に代わつて確認する光榮を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

千九百七十一年三月八日に東京で

2

この条約の締結に至つた討議において、国際運輸に従事する者が国際運輸に同様に従事する他の者に船舶又は航空機を賃貸（裸用船であるかどうかを問わない。）する場合がしばしばあることが指摘された。そのような賃貸により賃貸者が取得する所得は、国際運輸から生ずる所得であり、したがつて、当該所得については、条約第十条の租税の相互免除に関する規定を適用することが合意された。

3

条約第十三条(2)の規定に関し、日本輸出入銀行が日本国の居住者による合衆国の居住者への信用の供与を目的として当該日本国の居住者に輸出信用、輸入信用又は投資信用の形式で資金を提供する場合において、それによる債権が当該合衆国の居住者に対する信用の供与となるときは、その債権は、日本輸出入銀行による間接融資に係るものとし

業者の負担する経費の一部を補てんするにすぎない。を
支払うことがあり、また、場合によつては、支払わない
ことがある。コンテナー又はトレーラー付きコンテナー
が国際運輸に再び使用される場所に回送されるにあたつ
てのみ国内運輸業者がそれらを使用することを認められ
る場合において、そのための料金の支払があつたとして
も、その料金が国際運輸業者の利得となるまでに至らな
いときは、その賃貸活動は、国際運輸の一部とみなすこ
とが了解された。したがつて、条約第十条に規定する船
舶又は航空機の国際運輸における運用に従事する一方の
締約国の居住者がこの1に規定する種類の取引によつて
取得する収益についても、他方の締約国において租税を
免除することが了解された。

運輸における運用に関連してコンテナー及び関連設備（コンテナーの国内運送のためのトレーラーを含む。）を使用し、保持し及び賃貸することによつて取得する所得は、同条の所得に該当し、これについては、他方の締約国において租税を免除する。

(b) コンテナー又はトレーラー付きコンテナーが国際運輸に使用された後に、国内運輸業者がそれらのコンテナー又はトレーラー付きコンテナーをコンテナー積出地その他の場所に運搬し、そこで国際運輸業者が国際運輸のためにそのコンテナーに再び貨物を積み込むことのあることが指摘される。国内運輸業者が前記のコンテナーを用いて貨物を運送する権利を得た場合には、国内運輸業者は、国際運輸業者に少額の料金（その額は、国際運輸

業者の負担する経費の一部を補てんするにすぎない。を
支払うことがあり、また、場合によつては、支払わない
ことがある。コンテナー又はトレーラー付きコンテナー
が国際運輸に再び使用される場所に回送されるにあたつ
てのみ国内運輸業者がそれらを使用することを認められ
る場合において、そのための料金の支払があつたとして
も、その料金が国際運輸業者の利得となるまでに至らな
いときは、その賃貸活動は、国際運輸の一部とみなすこ
とが了解された。したがつて、条約第十条に規定する船
舶又は航空機の国際運輸における運用に従事する一方の
締約国の居住者がこの1に規定する種類の取引によつて
取得する収益についても、他方の締約国において租税を
免除することが了解された。

運輸における運用に関連してコンテナー及び関連設備（コンテナーの国内運送のためのトレーラーを含む。）を使用し、保持し及び賃貸することによつて取得する所得は、同条の所得に該当し、これについては、他方の締約国において租税を免除する。

(b) コンテナー又はトレーラー付きコンテナーが国際運輸に使用された後に、国内運輸業者がそれらのコンテナー又はトレーラー付きコンテナーをコンテナー積出地その他の場所に運搬し、そこで国際運輸業者が国際運輸のためにそのコンテナーに再び貨物を積み込むことのあることが指摘される。国内運輸業者が前記のコンテナーを用いて貨物を運送する権利を得た場合には、国内運輸業者は、国際運輸業者に少額の料金（その額は、国際運輸

書簡をもつて啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことを確認する光榮を有します。

本使は、本日署名された所得に対する租税に関する二重課税の回避及び脱税の防止のためのアメリカ合衆国と日本国との間の条約に言及し、両国政府間で到達した次の合意をアメリカ合衆国政府に代わつて確認する光榮を有します。

1 国際運輸の分野におけるコンテナ運送の発達に関連し、千九百五十三年四月二日に東京で署名されたアメリカ合衆国と日本国との間の友好通商航海条約第七条の該当規定の適用を妨げることなく、次のことが了解された。

(a) 一方の締約国の居住者で船舶又は航空機を国際運輸に運用することに従事するもの（以下「国際運輸業者」という。）が、条約第十条に規定する船舶又は航空機の国際

Translation

MINISTRY OF FOREIGN AFFAIRS

Tokyo, *March 8, 1971*

The Minister for Foreign Affairs presents his compliments and has the honor of confirming receipt of the following note:

[For the English language text, see p. 1084.]

The Minister for Foreign Affairs has the honor to confirm the above understanding on behalf of the Government of Japan.

KIICHI AICHI

Minister for Foreign Affairs, Japan.

*Ambassador Extraordinary and Plenipotentiary
of the United States of America*

ARMIN H. MEYER

TIAS 7865

DOMINICAN REPUBLIC

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Dated at Santo Domingo March 23 and April 17, 1972;
Entered into force April 17, 1972;
Effective February 7, 1972.*

*The American Embassy to the Dominican Department of State for
Foreign Affairs*

No. 24

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Affairs of the Government of the Dominican Republic and has the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971 [1], which includes a provision requiring payment to the United States Government in pesos of ten percent of the value of Grant Military Assistance and Excess Defense Articles provided by the United States to the Government of the Dominican Republic.

In accordance with that provision, it is proposed that the Government of the Dominican Republic will deposit in an account to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which U.S. dollars are sold by authorized dealers in the country of the Dominican Republic for pesos on the date deposits are made, the following amounts in pesos: (A) in the case of any Excess Defense Article given to the Government of the Dominican Republic, an amount equal to ten percent of the fair value of that Article, as determined by the United States Government, and (B) in the case of a Grant of Military Assistance to the Government of the Dominican Republic, an amount equal to ten percent of each such Grant. The Government of the Dominican Republic will be notified quarterly of deliveries of Defense Articles and rendering of Defense Services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification of deliveries.

¹ 86 Stat. 26; 22 U.S.C. § 2321g.

No more than \$20 million in pesos will be required to be deposited for deliveries in any one United States fiscal year.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in pesos, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961. [1]

It is finally proposed that the Secretariat's reply stating that the foregoing is acceptable to the Government of the Dominican Republic shall, together with this note, constitute an agreement between our Governments on this subject effective from and after February 7, 1972 and applicable to deliveries of Defense Articles and rendering of Defense Services funded or agreed to and delivered or rendered on or subsequent to that date.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
SANTO DOMINGO, March 23, 1972

*The Dominican Department of State for Foreign Affairs
to the American Embassy*

REPUBLICA DOMINICANA
SECRETARÍA DE ESTADO
DE RELACIONES EXTERIORES

D88E-0373

La Secretaría de Estado de Relaciones Exteriores saluda muy atentamente a la Embajada de los Estados Unidos de América en ocasión de contestar la Nota No. 24 de fecha 23 de marzo de 1972, mediante la cual hace la Embajada referencia a la Ley de 1971 de los Estados Unidos sobre Ayuda al Exterior, y que incluye una disposición requiriendo el pago al Gobierno de los Estados Unidos en pesos dominicanos del diez por ciento del valor de Asistencia Militar y Artículos Excedentes de Defensa proporcionados por los Estados Unidos al Gobierno de la República Dominicana.

Propone la Embajada de conformidad con dicha disposición que el Gobierno de la República Dominicana deposite en una cuenta que especificará el Gobierno de los Estados Unidos, a un tipo de cambio que no sea menos favorable para el Gobierno de los Estados Unidos que el mejor tipo legal de cambio al cual se venden dólares de los

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

Estados Unidos por agentes de cambio autorizados en la República Dominicana por pesos dominicanos en la fecha en que se efectúan los depósitos, los montos siguientes en pesos dominicanos: a) en el caso de cualquier Artículo Excedente de Defensa entregado al Gobierno de la República Dominicana, una cantidad igual al diez por ciento del valor justo de tal Artículo, según lo determine el Gobierno de los Estados Unidos, y b) en el caso de una Subvención de Asistencia Militar al Gobierno de la República Dominicana, una cantidad igual al diez por ciento de cada una de tales Subvenciones. El Gobierno de la República Dominicana recibirá una notificación trimestralmente sobre las entregas de Artículos de Defensa y la prestación de Servicios de Defensa, así como el valor de los mismos. Los depósitos en la cuenta del Gobierno de los Estados Unidos serán pagaderos a petición del Gobierno de los Estados Unidos. Dicha petición se hará, de hacerse, dentro del plazo de un año después de la anteriormente señalada notificación de las entregas. No se requerirá depositar más de 20 millones de dólares en pesos dominicanos para las entregas que se realicen durante un año fiscal cualquiera de los Estados Unidos.

Propone, además, que los montos que hayan de depositarse podrán utilizarse para pagar todos los costos oficiales del Gobierno de los Estados Unidos pagaderos en pesos dominicanos, incluyendo, pero sin limitarse a ellos, todos los costos relacionados con el financiamiento de actividades internacionales educacionales y de intercambio cultural, según programas autorizados por la Ley de 1961 de los Estados Unidos sobre Intercambio Mutuo Educacional y Cultural.

La Secretaría de Estado de Relaciones Exteriores se complace en informar a la Embajada de los Estados Unidos que el Gobierno de la República Dominicana acepta las proposiciones arriba señaladas y que al efecto esta Nota y la Nota No. 24 constituyan un Acuerdo sobre la materia entre los dos Gobiernos que entrará en vigor el día 7 de febrero de 1972, y a partir de esa fecha, y será aplicable a entregas de Artículos de Defensa y prestación de Servicios de Defensa financiados o acordados y entregados o prestados en o después de esa fecha.

La Secretaría de Estado de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América las seguridades de su más alta consideración.



SANTO DOMINGO, R.D.

17 Abr. 1972

TIAS 7366

Translation

DOMINICAN REPUBLIC

DEPARTMENT OF STATE FOR FOREIGN AFFAIRS

DSSE-0373

The Department of State for Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to reply to note No. 24 dated March 23, 1972, in which the Embassy refers to the United States Foreign Assistance Act of 1971, which includes a provision requiring payment to the United States Government in Dominican pesos of ten percent of the value of Military Assistance and Excess Defense Articles provided by the United States to the Government of the Dominican Republic.

In accordance with that provision, the Embassy proposes that the Government of the Dominican Republic deposit in an account to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which U.S. dollars are sold by authorized dealers in the Dominican Republic for Dominican pesos on the date deposits are made, the following amounts in Dominican pesos: (A) in the case of any Excess Defense Article given to the Government of the Dominican Republic, an amount equal to ten percent of the fair value of that Article, as determined by the United States Government, and (B) in the case of a Grant of Military Assistance to the Government of the Dominican Republic, an amount equal to ten percent of each such grant. The Government of the Dominican Republic will be notified quarterly of deliveries of Defense Articles and rendering of Defense Services and the value thereof. Deposits to the account of the United States Government will be payable upon request by the United States Government. Such request will be made, if at all, within one year following the aforesaid notification of deliveries. No more than \$20 million in Dominican pesos will be required to be deposited for deliveries in any one United States fiscal year.

The Embassy further proposes that the amounts to be deposited may be used to pay all official costs of the United States Government payable in Dominican pesos, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961.

The Department of State for Foreign Affairs is happy to inform the Embassy of the United States that the Government of the Dominican Republic accepts the foregoing proposals, and, consequently, this note and note No. 24 shall constitute an agreement between our two Governments on this subject which shall be effective from and after February 7, 1972, and shall be applicable to deliveries of Defense Articles and rendering of Defense Services funded or agreed to and delivered or rendered on or subsequent to that date.

TIAS 7366

The Department of State for Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its highest consideration.

[Initialed]

SANTO DOMINGO, DOMINICAN REPUBLIC.

April 17, 1972

HONDURAS

Weather Station: Cooperative Meteorological Program at Choluteca

*Agreement effected by exchange of notes
Signed at Tegucigalpa June 1, 1972;
Entered into force June 1, 1972;
Effective April 1, 1972.*

*The American Ambassador to the Honduran Minister
of Foreign Relations*

No. 70

TEGUCIGALPA, D.C., June 1, 1972

EXCELLENCY:

I have the honor to inform Your Excellency that my Government has noted with interest and appreciation the steps which have been taken by the Government of Honduras, in agreement with the Governments of Costa Rica, El Salvador, Guatemala and Nicaragua, as part of their continuing program for the expansion and development of meteorological services in Central America, to establish a rawinsonde observation station in Honduras.

In addition to its value to the States most directly affected, this extension of the meteorological network in Central America represents a noteworthy contribution to that further development of the global upper air observational network which is a major objective of the World Weather Watch Program currently being implemented by the World Meteorological Organization.

As part of this program, the Government of the United States of America is responsible for the operation, near Washington, D.C., of one of the three World Meteorological Centers provided in the program, to collect global data and disseminate resultant processed products for the use of all countries, and also for the operation of a Regional Meteorological Center at Miami, with hurricane and aviation forecasting functions of a regional character.

In these circumstances my Government has a special interest in all network improvements in the Western Hemisphere, and is desirous of assisting insofar as practicable, through appropriate bilateral agreements for meteorological cooperation, in the establishment of arrangements which will tend to ensure uninterrupted operation of new

facilities and global or hemispherical standardization and coordination in such operation.

The Government of the United States has already made available certain rawinsonde ground equipment for use in this rawinsonde project. If the Government of Honduras agrees that some measure of further technical support from my Government would be helpful in achieving the establishment and successful operation of the Choluteca rawinsonde station, I have the honor to propose an agreement between our two Governments, for a program of cooperation, in the following terms:

1. Purpose. The purpose of the program shall be the facilitation, through cooperation between the designated cooperating agencies of the Government of the United States of America and the Government of Honduras, of the operation and maintenance of a rawinsonde observation station at Choluteca, Honduras, and the international dissemination of reports of the observations from that station.
2. Cooperating Agencies. The cooperating agencies shall be (1) for the Government of the United States of America, the National Oceanic and Atmospheric Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and (2) for the Government of Honduras, the National Meteorological Service of Honduras, hereinafter referred to as the Honduran Cooperating Agency.
3. Title to Property.
 - (a) Title to all real property and any improvements thereto, furnished, acquired, or constructed for the purpose of conducting the program covered by this agreement shall be vested in the Honduran Cooperating Agency, except when the Government of Honduras shall have determined that such title shall be vested, or remain vested, in another Honduran agency.
 - (b) Title to any item of equipment or other item of personal property supplied by the Government of the United States for use at the Choluteca rawinsonde station prior to April 1, 1972, and located in Honduras on that date shall be deemed to have been transferred to the Honduran Cooperating Agency with effect from that date.
 - (c) Title to any item of equipment or other item of personal property supplied by the United States Cooperating Agency on or after April 1, 1972, for use in the program, shall be deemed to have been transferred to the Honduran Cooperating Agency as from the time of delivery of the item to the latter agency in Tegucigalpa.
4. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid by the Government of the United States, and all expenditures

incident to the obligations assumed by the Honduran Cooperating Agency shall be paid by the Government of Honduras.

5. Customs Duties and other Taxes on Materials, Equipment, Supplies and Goods.

All materials, equipment, supplies and goods furnished by the United States Cooperating Agency and imported into Honduras for use in the program shall be admitted free of taxes, customs and import duties and other similar charges.

6. Taxation.

(a) No person ordinarily resident in the United States of America shall be required to pay in Honduras any tax in the nature of a license in respect of any service or work done for the Government of the United States in connection with the program, or under any contract made with the Government of the United States in connection with that program.

(b) Any employee of the Government of the United States temporarily in Honduras in connection with the program shall be exempt from the payment in Honduras of any taxes or other charges which would otherwise be imposed upon him by virtue of his temporary residence in Honduras.

7. Liability. Each Cooperating Agency shall be responsible for claims for damage to property or injury to persons with respect only to activities under the program directly engaged in or performed by that Cooperating Agency or its employees. No liability shall attach to either Cooperating Agency based solely on title to the equipment, facilities, or other property used in the program.

8. Protection of Radio Frequencies. The radio operating frequencies in the bands 401–406 MHz and 1660–1700 MHz shall be protected in order to insure their use free of interference for rawinsonde observations, in accordance with the provisions of the Radio Regulations [¹] annexed to the International Telecommunication Convention. [²]

9. Appropriation of Funds. To the extent that the execution of any provisions of this agreement will depend on funds appropriated by the Congress of the United States of America, such execution shall be subject to the availability of such funds.

10. Memorandum of Arrangement. A Memorandum of Arrangement, specifying further details of the cooperative program to be operated under the agreement, shall be agreed by the two Cooperating Agencies and may be amended at any time by further agreement between them.

¹ TIAS 1901 ; 63 Stat. 1581, 1955.

² TIAS 1901 ; 63 Stat. 1399.

11. Term. – This agreement shall be deemed to enter into force with retroactive effect as from April 1, 1972, and shall remain in force until August 31, 1973.

If the foregoing meets with the approval of the Government of Honduras, I have the further honor to propose that my note and Your Excellency's reply to that effect shall together constitute an agreement between our two Governments concerning this matter.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

HEWSON A. RYAN

His Excellency

ANDRÉS ALVARADO PUERTO

Minister of Foreign Relations

Tegucigalpa, D. C.

*The Honduran Minister of Foreign Relations to
the American Ambassador*

SECRETARIA DE RELACIONES EXTERIORES

DE LA

REPUBLICA DE HONDURAS

OFICIO No. 1123 - SD.
SECCION DIPLOMATICA.

TEGUCIGALPA, D.C., 10. de Junio de 1972

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia para dar contestación a la atenta nota No. 70 fechada el 10 del presente mes, mediante la cual se hace referencia al programa para la aplicación y desarrollo de los Servicios Meteorológicos de Centroamérica y que tendrá como resultado el establecimiento en nuestro país de una estación de Observación radiovientosonda bajo los términos siguientes:

1. Propósito: El propósito del programa será el de facilitar, mediante la cooperación entre las dependencias designadas de cooperación del Gobierno de los Estados Unidos de América y del Gobierno de Honduras, el funcionamiento y mantenimiento de una estación de observación de radiovientosonda en Choluteca, Honduras, y la divulgación internacional de informes sobre las observaciones realizadas por dicha estación.
2. Dependencias de Cooperación. Las dependencias de cooperación serán: 1) Por el Gobierno de los Estados Unidos de América, la

Administración Nacional Oceánica y Atmosférica, dependiente del Departamento del Comercio, que de aquí en adelante se denominará Dependencia de Cooperación de los Estados Unidos y;

- 2) por el Gobierno de Honduras, el Servicio Meteorológico Nacional de Honduras, que de aquí en adelante se denominará Dependencia de Cooperación Hondureña.

3. Títulos de Propiedad.

- a) La Propiedad de todo bien inmueble, incluyendo sus mejoras, aportado, adquirido o construído con el propósito de llevar a cabo el programa a que se refiere este acuerdo, corresponderá a la Dependencia de Cooperación Hondureña excepto cuando el Gobierno de Honduras determine que el título de propiedad corresponderá o seguirá correspondiendo a otra dependencia hondureña.
 - b) El título de propiedad de cualquier parte del equipo o de cualquier artículo de propiedad mueble suministrado por el Gobierno de los Estados Unidos para su uso en la estación de la radiovientosonda de Choluteca con anterioridad al primero de abril de 1972, y situado en Honduras en dicha fecha, se considerará como que se ha transferido a la Dependencia de Cooperación Hondureña con vigencia a partir de esa fecha.
 - c) El título de propiedad de cualquier parte del equipo o de cualquier artículo de propiedad mueble suministrado por la Dependencia de Cooperación de los Estados Unidos en o después del primero de abril de 1972, para su uso en este programa, se considerará como que se ha transferido a la Dependencia de Cooperación Hondureña en la fecha de entrega del artículo a esta última dependencia en Tegucigalpa.
4. Gastos. Todos los gastos que se deriven de las obligaciones asumidas por la Dependencia de Cooperación de los Estados Unidos serán pagados por el Gobierno de los Estados Unidos y todos los gastos que se deriven de las obligaciones asumidas por la Dependencia de Cooperación Hondureña serán pagados por el Gobierno de Honduras.
5. Aduanas, Aranceles y Otros Impuestos sobre Materiales, Equipos, Abastecimientos y Bienes. Todos los materiales, equipos, abastecimientos y bienes suministrados por la Dependencia de Cooperación de los Estados Unidos y llevados a Honduras para su uso en el programa, serán admitidos libres de impuestos, derechos aduanales, derechos de importación y otros gravámenes similares.

6. Tributación.

- a) Ninguna persona que resida ordinariamente en los Estados Unidos de América estará obligada a pagar en Honduras cualesquiera impuestos, en conceptos de licencia, respecto de cualquier servicio o trabajo realizado para el Gobierno de los Estados Unidos en relación con el programa, o al amparo de cualquier contrato hecho con el Gobierno de los Estados Unidos en relación con dicho programa.
- b) Todo empleado del Gobierno de los Estados Unidos temporariamente en Honduras en relación con el programa, estará exento del pago en Honduras de cualesquiera impuestos u otros gravámenes que de otro modo se le impondrían en virtud de su residencia temporaria en Honduras.

7. Responsabilidad. Cada Dependencia de Cooperación será responsable de las reclamaciones por daños a la propiedad o a las personas únicamente respecto de las actividades que, de conformidad con el programa, sean realizadas o cumplidas directamente por esa Dependencia de Cooperación o por sus empleados. No se atribuirá responsabilidad alguna a cualquiera de las Dependencias de Cooperación por el solo hecho de tener el título de propiedad del equipo, las instalaciones o cualquier otro bien usado en el programa.

8. Protección de Frecuencias de Radio. Las frecuencias de operación de radio en las bandas de 401-406 MHZ y de 1660-1700 MHZ, con el fin de asegurar su uso libre de interferencias en las operaciones de radiovientosonda, estarán protegidas de acuerdo con las disposiciones previstas por el Reglamento de Radiocomunicaciones anexo a la Convención Internacional de Telecomunicaciones.

9. Asignación de Fondos. En la medida en que la ejecución de cualquiera de las disposiciones de este acuerdo dependa de la asignación de fondos por parte del Congreso de los Estados Unidos de América, tal ejecución estará supeditada a la disponibilidad de tales fondos.

10. Memorándum de Entendimiento. Un Memorándum de entendimiento, en el que se especificarán mayores detalles del programa de cooperación que se llevará a cabo de conformidad con el acuerdo, será concertado por las dos Dependencias de Cooperación y podrá ser enmendado en cualquier momento según lo convengan las mencionadas dependencias.

11. Vigencia. Se considerará que este acuerdo entrará en vigor con efecto retroactivo al primero de abril de 1972, y permanecerá en vigencia hasta el 31 de agosto de 1973.

En respuesta a la referida Nota, me complace expresar a Vuestra Excelencia que el Gobierno de Honduras está de acuerdo con los puntos procedentes propuestos por el Ilustrado Gobierno de los Estados Unidos de América y de consiguiente los acepta, constituyendo de esta forma la Nota de Vuestra Excelencia y ésta de contestación un Acuerdo entre nuestros dos Gobiernos que entrará en vigor en esta misma fecha.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

ANDRES ALVARADO PUERTO

Andrés Alvarado Puerto
Ministro de Relaciones Exteriores

Translation

MINISTRY OF FOREIGN RELATIONS
OF THE
REPUBLIC OF HONDURAS

Official Communication No. 1123-SD
Diplomatic Section

TEGUCIGALPA, D.C., June 1, 1972

MR. AMBASSADOR:

I have the honor to reply to your note No. 70 of this date, in which you refer to the program for the expansion and development of meteorological services in Central America, whose purpose will be to establish a rawinsonde observation station in Honduras on the following terms:

[For the English language text of the terms, see p. 1099.]

In reply to the above-mentioned note, I am pleased to inform you that the Government of Honduras is in agreement with the preceding terms proposed by the United States Government and consequently accepts them, whereby your note and this reply constitute an agreement between our two Governments which shall enter into force on today's date.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my highest and most distinguished consideration.

ANDRES ALVARADO PUERTO

Andrés Alvarado Puerto
Minister of Foreign Relations

TIAS 7367

MALI

Military Assistance: Deposits Under Foreign Assistance Act of 1971

*Agreement effected by exchange of notes
Dated at Bamako and Koulouba April 18 and June 6, 1972;
Entered into force June 6, 1972;
Effective February 7, 1972.*

The American Embassy to the Malian Ministry of Foreign Affairs

No. 36

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Mali and has the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971¹ which includes a provision requiring payment to the United States Government in Malian francs of ten per cent of the value of Grant Military Assistance and Excess Defense Articles provided by the United States to the Government of Mali.

In accordance with that provision, it is proposed that the Government of Mali will deposit in an account to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in the country of Mali for Malian francs on the date deposits are made, the following amounts in Malian francs (a) in the case of any excess defense article given to the Government of Mali an amount equal to ten per cent of the fair value of that article as determined by the United States Government, and (b) in the case of a grant of military assistance to the Government of Mali an amount equal to ten per cent of each such grant. The Government of Mali will be notified quarterly of deliveries of defense articles and rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made within one year following the aforesaid notification of deliveries.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable

¹86 Stat. 26; 22 U.S.C. § 2321g.

in Malian francs, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961.^[1]

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Mali shall, together with this Note, constitute an agreement between our governments on this subject effective from and after February 7, 1972 and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date.

The Embassy takes this occasion to renew to the Ministry of Foreign Affairs and Cooperation of the Republic of Mali, the assurances of its high consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
BAMAKO, April 18, 1972

*The Malian Ministry of Foreign Affairs and Cooperation to the
American Embassy*

RÉPULIQUE DU MALI
MINISTÈRE DES AFFAIRES ÉTRANGÈRES
ET DE LA COOPÉRATION

N° 1923/AEC-CAB

Le Ministère des Affaires Etrangères et de la Coopération présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Bamako et, faisant suite à sa note verbale n° 36 du 18 avril 1972, a l'honneur de lui faire savoir que le règlement des 10% du montant de l'aide militaire (formation du personnel) accordée au Mali rencontre l'agrément du Gouvernement malien.

Le Ministère des Affaires Etrangères et de la Coopération porte également à la connaissance de l'Ambassade que le Ministre malien de la Défense, de l'Intérieur et de la Sécurité a pris toutes les dispositions utiles pour effectuer le versement de la somme correspondante, dans les meilleurs délais possibles, au compte bancaire que l'Ambassade des Etats-Unis voudra bien lui indiquer.

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

Le Ministère des Affaires Etrangères et de la Coopération saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique à Bamako les assurances de sa très haute considération./.-

KOULOUBA, *le 6 Juin 1972*

[SEAL]



AMBASSADE DES ETATS-UNIS D'AMÉRIQUE
Bamako

Translation

REPUBLIC OF MALI
MINISTRY OF FOREIGN AFFAIRS
AND COOPERATION

No. 1923/AEC-CAB

The Ministry of Foreign Affairs and Cooperation presents its compliments to the Embassy of the United States of America at Bamako and, in reply to its note verbale No. 36 of April 18, 1972, has the honor to inform it that the requirement of 10 percent of the value of grant military assistance provided to Mali for personnel training meets with the approval of the Government of Mali.

The Ministry of Foreign affairs and Cooperation also informs the Embassy that the Mali Ministry of Defense, Interior and Security has taken all the necessary measures to deposit the appropriate sum as soon as possible in the bank account to be specified to it by the Embassy of the United States of America.

The Ministry of Foreign Affairs and Cooperation avails itself of this occasion to renew to the Embassy of the United States of America at Bamako the assurances of its very high consideration.

KOULOUBA, *June 6, 1972.*

[Initialed]

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,
Bamako.

TIAS 7368

PAKISTAN
Trade in Cotton Textiles

***Agreement amending and extending the agreement of May 6, 1970.
Effected by exchange of notes
Signed at Washington June 15, 1972;
Entered into force June 15, 1972.***

The Secretary of State to the Pakistani Ambassador

DEPARTMENT OF STATE
WASHINGTON

JUNE 15, 1972.

EXCELLENCY:

I have the honor to refer to the cotton textile Agreement between our Governments effected by exchange of notes on May 6, 1970.^[1] As a result of discussions between representatives of our Governments, I have the honor to propose that the aforementioned Agreement be amended and extended as provided in the following paragraphs:

A. The first sentence of paragraph 1 is amended to read as follows: "The term of this Agreement shall be from July 1, 1970 through June 30, 1977";

B. Paragraph 2 is amended to read as follows: "For the third agreement year, constituting the twelve-month period beginning July 1, 1972, the aggregate limit shall be 87,712,500 square yards equivalent";

C. Paragraph 3 is amended to read as follows: "Within the aggregate limit, the following group limits shall apply for the third and succeeding agreement years subject to the provisions of paragraph 6:

	In Square Yards Equivalent
Group I (Categories 1-27)	77, 395, 500
Group II (Categories 28-64)"	10, 317, 000

¹ TIAS 6882; 21 UST 1301. [Footnote added by the Department of State.]

D. Paragraph 4 is amended to read as follows: "Within the aggregate limit and the applicable group limits, the following specific limits shall apply for the third agreement year.

<u>Group I</u>		<u>(In Syds. Equivalent)</u>
Sheeting, carded or combined (Categories 9 and 10)		37, 146, 000
Poplin and broadcloth, carded or combed (Categories 15 and 16)		3, 097, 500
Print cloth (Categories 18, 19 and parts of 26)*		16, 512, 000
Twill and sateen, carded or combed (Categories 22 and 23)		4, 128, 000
Barkcloth (Parts of Category 26)*		6, 189, 000
Duck (Parts of Category 26)		8, 771, 250
Other**		1, 551, 750

<u>Group II</u>	<u>Units</u>	<u>(In Syds. Equivalent)</u>
Shop towels (Part of Category 31)	4, 964, 810 Nos.	1, 727, 754
T-shirts (Categories 41 and 42)	424, 098 Doz.	3, 067, 925
Other**		5, 521, 320"

If the foregoing is acceptable to your Government this note and Your Excellency's note of acceptance on behalf of the Government of Pakistan shall constitute an amendment and extension of the cotton textile Agreement effected by exchange of notes of May 6, 1970.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
SULTAN M. KHAN,
Ambassador of Pakistan.

*Print cloth and Bark cloth are further described in Annex A.

**These "other" categories are not subject to specific limits. Hence, within the aggregate and the applicable group limits, as they may be adjusted under paragraph 5, the square yard equivalent of shortfalls in exports in categories with specific limits may be used in these "other" categories subject to the provisions of paragraph 7.

The Pakistani Ambassador to the Secretary of State

EMBASSY OF PAKISTAN
WASHINGTON, D.C.

AMBASSADOR OF PAKISTAN

JUNE 15, 1972

The Ambassador of Pakistan presents his compliments to His Excellency the Secretary of State and has the honour to acknowledge receipt of his note of June 15 relating to the agreement on exports of cotton textiles from Pakistan to the United States.

It is confirmed that the Government of Pakistan agrees to the proposal set forth in your note and that your Excellency's note and this reply constitute an agreement between our Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

S M KHAN
(Sultan Muhammad Khan)
Ambassador

The Honourable
WILLIAM P. ROGERS,
Secretary,
U.S. Department of State,
Washington, DC

HAITI

Trade: Meat Imports

*Agreement effected by exchange of notes
Signed at Port-au-Prince March 2 and May 30, 1972;
Entered into force May 30, 1972.*

*The American Ambassador to the Haitian Secretary of State for
Foreign Affairs*

No. 56

PORT-AU-PRINCE, March 2, 1972.

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1972 and to the agreements between the United States and other countries, including Haiti, constituting the 1971 restraint program concerning shipments of such meats to the United States.

With the understanding that similar agreements also will be concluded for the calendar year 1972 with the governments of all of the countries that participated in the 1971 restraint program, I have the honor to propose the following agreement between our two governments.

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1972 from countries participating in the restraint program shall be 1,155 million pounds and the Government of the Republic of Haiti and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of the Republic of Haiti shall limit exports of the aforementioned meats so that the quantity of such meats originating in Haiti and during the calendar year 1972 entered, or withdrawn from warehouse, for consumption in the United States does

not exceed 2.6 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit imports of such meats of Haitian origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that:

(a) Such regulations shall not be employed to govern the timing of entry, or withdrawal from warehouse, for consumption of such meat from Haiti; and

(b) Such regulations shall be issued only after consultation with the Government of the Republic of Haiti pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry, or withdrawal from warehouse for consumption, in the calendar year 1972 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1972 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Haiti, such increase or estimated shortfall shall be allocated to Haiti in the proportion that 2.6 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1972. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1972 restraint program.

5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

6. The Government of the Republic of Haiti and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding increase in the total quantity permissible under the restraint program and allocation of shortfall.

7. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Haiti shall not include the period between October 1, 1968 and December 31, 1972.

TIAS 7370

I have the honor to propose that, if the foregoing is acceptable to the Government of the Republic of Haiti, this note together with Your Excellency's confirmatory reply constitute an agreement between our two governments which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

CLINTON E. KNOX

His Excellency

DR. ADRIEN RAYMOND,
*Secretary of State for Foreign Affairs,
Port-au-Prince.*

*The Haitian Secretary of State for Foreign Affairs
to the American Ambassador*

DÉPARTEMENT
DES
AFFAIRES ÉTRANGÈRES

RÉPUBLIQUE D'HAÏTI

EC/A-2(1)641

PORT-AU-PRINCE, *le 30 Mai 1972.*

MONSIEUR L'AMBASSADEUR,

Référant à la note No. 98 en date du 18 avril 1972 relative au texte No. 56 du 2 mars 1972, proposé par le Gouvernement Américain concernant l'exportation de la viande d'Haiti aux Etats-Unis durant l'année 1972, j'ai l'honneur d'informer Votre Excellence que ledit texte soumis à l'appréciation du Gouvernement Haitien a été l'objet d'un examen sérieux de la part des services intéressés.

En conséquence, le Gouvernement Haitien soucieux des bonnes relations existant entre nos deux pays et désireux d'intensifier les relations commerciales entre nos deux nations, a le plaisir d'instruire l'Ambassade américaine qu'il n'oppose aucune objection au principe du contrat et qu'il agréé totalement le texte qui se lit comme suit:

No. 56

PORT-AU-PRINCE, *March 2, 1972*

EXCELLENCY,

I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1972 and to the agreements between the United States and other countries, including Haiti, constituting the 1971 restraint program concerning shipments of such meats to the United States.

TIAS 7370

With the understanding that similar agreements also will be concluded for the calendar year 1972 with the governments of all of the countries that participated in the 1971 restraint program, I have the honor to propose the following agreement between our two governments.

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1972 from countries participating in the restraint program shall be 1,155 million pounds and the Government of the Republic of Haiti and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of the Republic of Haiti limit exports of the aforementioned meats so that the quantity of such meats originating in Haiti and during the calendar year 1972 entered, or withdrawn from warehouse, for consumption in the United States does not exceed 2.6 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit imports of such meats of Haitian origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that:

(a) Such regulations shall not be employed to govern the timing of entry, or withdrawal from warehouse, for consumption of such meat from Haiti; and

(b) Such regulations shall be issued only after consultation with the Government of the Republic of Haiti pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry, or withdrawal from warehouse for consumption, in the calendar year 1972 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1972 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Haiti, such increase or estimated shortfall be allocated to Haiti in the proportion that 2.6 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar

year 1972. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1972 restraint program.

5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

6. The Government of the Republic of Haiti and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding increase in the total quantity permissible under the restraint program and allocation of shortfall.

7. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Haiti shall not include the period between October 1, 1968 and December 31, 1972.

I have the honor to propose that, if the foregoing is acceptable to the Government of the Republic of Haiti, this note together with Your Excellency's confirmatory reply constitute an agreement between our two governments which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

s/CLINTON E. KNOX

His Excellency

DR. ADRIEN RAYMOND,
*Secretary of State for Foreign Affairs,
Port-au-Prince.*

Dans l'espoir de voir le contrat fonctionner au mieux des intérêts de nos deux pays, je saisis l'occasion de renouveler à Votre Excellence, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

DR A RAYMOND

Dr. Adrien Raymond
Secrétaire d'Etat des Affaires Etrangères

Monsieur CLINTON E. KNOX
*Ambassadeur des Etats-Unis d'Amérique
En Haiti
Port-au-Prince.*

Translation

MINISTRY OF FOREIGN AFFAIRS

REPUBLIC OF HAITI

EC/A-2(1) 641

PORT-AU-PRINCE, *May 30, 1972*

MR. AMBASSADOR:

With reference to note No. 98 of April 18, 1972 [¹], concerning the text of note No. 56 of March 2, 1972, proposed by the American Government with regard to the exportation of meat from Haiti to the United States during 1972, I have the honor to inform you that the said text was submitted to the consideration of the Haitian Government, and was carefully examined by the competent authorities.

Consequently, the Haitian Government, mindful of the good relations existing between our two countries, and wishing to strengthen trade relations between our two nations, has the pleasure to inform the American Embassy that it has no objection in principle to the contract and that it fully accepts the text which reads as follows:

[For English language text of United States note, see p. 1112.]

With the hope that this contract will serve the best interests of our two countries, I avail myself of the opportunity to renew to you, Mr. Ambassador, the assurances of my very high consideration.

DR. A. RAYMOND

Dr. Adrien Raymond
Secretary of State for Foreign Affairs

MR. CLINTON E. KNOX,
*Ambassador of the United States
of America in Haiti,
Port-au-Prince.*

¹ Not printed.

MEXICO

Remote Sensing for Earth Surveys

*Agreement amending and extending the agreement of
December 20, 1968.*

Effectuated by exchange of notes

Signed at Washington June 15, 1972;

Entered into force June 15, 1972.

The Secretary of State to the Mexican Secretary for Foreign Relations

DEPARTMENT OF STATE
WASHINGTON

JUNE 15, 1972

EXCELLENCY:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of the United Mexican States concerning cooperative research in remote sensing for earth surveys effected by an exchange of notes dated December 20, 1968. [1]

I have the honor to propose that the above agreement be extended to July 1, 1974.

I have the further honor to propose that there be added to the agreement the following numbered paragraphs:

13. The National Aeronautics and Space Administration (NASA) of the United States of America will use its best efforts to acquire and process Earth Resources Technology Satellite (ERTS) data over Mexico from its tracking and data acquisition facility at Goldstone, California. The amount of data to be provided and the sites concerned will be as agreed between NASA and the Comisión Nacional del Espacio Exterior (CNEE) of Mexico.

14. NASA will provide training in remote sensing data processing techniques to a number of qualified Mexican technicians to be agreed between NASA and CNEE.

If the foregoing proposal is acceptable to the Government of the United Mexican States, I have the honor to propose that Your Excellency's reply to that effect and my note shall, together, constitute

¹ TIAS 6613; 19 UST 7809.

an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM P. ROGERS

*Secretary of State of the
United States of America*

HIS EXCELLENCY

EMILIO O. RABASA,
*Secretary for Foreign
Relations of Mexico.*

The Mexican Secretary of Foreign Relations to the Secretary of State

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

WASHINGTON, D.C., a 15 de junio de 1972.

SEÑOR SECRETARIO:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia, fechada el día 15 de junio actual, cuyo texto vertido al español es el siguiente:

"Tengo a honra referirme al Acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos relativo al programa de cooperación en materia de percepción remota de recursos de la tierra, celebrado por canje de notas fechadas el 20 de diciembre de 1968.

Tengo a honra proponer que el mencionado Acuerdo sea prorrogado hasta el 1o. de julio de 1974.

Tengo a honra además proponer que se agreguen al Acuerdo los siguientes párrafos numerados:

"13. La Administración Nacional de Aeronáutica y del Espacio (NASA) de los Estados Unidos de América pondrá sus mejores empeños en adquirir e interpretar, con el Satélite de Tecnología de los Recursos Terrestres (ERTS), datos sobre México, desde sus instalaciones rastreadoras y de obtención de datos ubicados en Goldstone, California. La cantidad de datos que deban ser proporcionados y los sitios a que deban referirse serán acordados entre la NASA y la Comisión Nacional del Espacio Exterior (CNEE) de México.

TIAS 7371

"14. La Administración Nacional de Aeronáutica y del Espacio proporcionará entrenamiento en técnica para la interpretación de datos obtenidos por percepción remota a técnicos mexicanos calificados, cuyo número será acordado entre la Administración Nacional de Aeronáutica y del Espacio y la Comisión Nacional del Espacio Exterior.

Si las anteriores propuestas son aceptables para el Gobierno de los Estados Unidos Mexicanos, tengo a honra proponer que la nota de respuesta de Vuestra Excelencia en la que me comunique dicha aceptación y la presente constituyan un acuerdo entre nuestros dos Gobiernos, el cual entrará en vigor en la fecha de la respuesta de Vuestra Excelencia."

En respuesta, tengo el agrado de comunicar a Vuestra Excelencia que el Gobierno de los Estados Unidos Mexicanos acepta los términos de la nota arriba transcrita y, por lo tanto, considera que dicha nota y la presente constituyen un Acuerdo entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno de los Estados Unidos de América relativo al programa de cooperación en materia de percepción remota de recursos de la tierra.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más atenta y distinguida consideración.

E. O. RABASA

Emilio O. Rabasa,

Secretario de Relaciones Exteriores

Excelentísimo Señor WILLIAM P. ROGERS,
Secretario de Estado,
Washington, D. C.

Translation

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

WASHINGTON, D.C. *June 15, 1972*

MR. SECRETARY:

I have the honor to refer to Your Excellency's note, dated June 15, the text of which, translated into Spanish, is as follows:

[For the English language text, see p. 1118.]

In reply, I have the honor to inform Your Excellency that the Government of the United Mexican States accepts the terms of the note transcribed above and therefore considers that the above-mentioned

note and this note constitute an agreement between the Government of the United Mexican States and the Government of the United States of America relating to the cooperative program in remote sensing of earth resources.

I avail myself of the opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration.

E. O. RABASA

Emilio O. Rabasa
Secretary of Foreign Relations

His Excellency
WILLIAM P. ROGERS,
Secretary of State,
Washington, D.C.

TIAS 7371

COSTA RICA

Prevention of Foot-and-Mouth Disease and Rinderpest

Agreement effected by exchange of notes

Signed at San José April 5 and June 6, 1972;

Entered into force June 6, 1972.

With cooperative agreement between the United States Department of Agriculture and the Costa Rican Ministry of Agriculture and Livestock

Signed at Washington January 31, 1972, and at San José April 3, 1972.

*The American Ambassador to the Costa Rican Minister
of Foreign Relations*

No. 47

SAN JOSE, April 5, 1972

EXCELLENCY:

I have the honor to inform Your Excellency that the Government of the United States of America confirms the Cooperative Agreement between the United States Department of Agriculture, Animal and Plant Health Service, and the Ministry of Agriculture and Livestock of the Republic of Costa Rica through its Animal Health Control Section, signed at Washington January 31, 1972, for the United States Department of Agriculture, and at San Jose April 3, 1972 for the Ministry of Agriculture and Livestock of Costa Rica. I also have the honor to propose that the above-mentioned agreement be considered as terminating the Cooperative Agreement between the United States Department of Agriculture, Agricultural Research Service, Animal Health Division, and the Ministry of Agriculture of Costa Rica through its Animal Health Control Section, signed at Washington, December 1, 1970. [1]

I further propose that the present note and your note in reply to the same effect shall constitute confirmation of the 1972 Cooperative Agreement by our two governments and termination of the 1970 Agreement.

¹ TIAS 7040; 22 UST 29.

Accept, Excellency, the renewed assurances of my highest consideration.

WALTER C. PLOESER

His Excellency,
LICENCIADO GONZALO J. FACIO,
Minister of Foreign Relations,
San José.

*The Costa Rican Acting Minister of Foreign Relations to the
American Chargé d'Affaires ad interim*

REPUBLICA DE COSTA RICA
MINISTERIO DE RELACIONES EXTERIORES Y CULTO

DIRECCIÓN GENERAL DE POLÍTICA EXTERIOR

Nº 67484-PE-

SAN JOSÉ, 6 de junio de 1972.

HONORABLE SEÑOR:

Tengo el honor de referirme a la nota Nº. 47 de 5 de abril del presente año de Vuestra Señoría, mediante la cual nos comunica la confirmación que el Ilustrado Gobierno de los Estados Unidos da al Acuerdo de Cooperación entre el Departamento de Agricultura, Servicio de Salud Animal y de Plantas de ese país y el Ministerio de Agricultura y Ganadería de Costa Rica por medio de su Sección de Control de Salud Animal, firmado en Washington el 31 de enero de 1972 por el Departamento de Agricultura de los Estados Unidos y el 3 de abril de 1972 por el Ministerio de Agricultura y Ganadería de nuestro país. Asimismo nos comunica en la nota mencionada la proposición que ese Ilustrado Gobierno nos hace en el sentido de que el Acuerdo mencionado, deje sin efecto el Acuerdo entre el Departamento de Agricultura de los Estados Unidos, Servicio de Investigación sobre la Agricultura, División de Salud Animal y el Ministerio de Agricultura y Ganadería de Costa Rica por medio de su Sección de Control de Sanidad Animal, firmado en Washington el 1º de diciembre de 1970.

Al respecto, me complace comunicarle la aceptación que el Gobierno de Costa Rica da a la proposición del Ilustrado Gobierno de los Estados Unidos, constituyendo la presente nota y la de Vuestra Señoría de fecha 5 de abril del presente año, un acuerdo entre las Partes mediante el cual queda en vigencia únicamente el Acuerdo de Cooperación de 1972 mencionado.

TIAS 7372

Aprovecho la oportunidad para renovar a Vuestra Señoría seguridades de mi más alta y distinguida consideración,

ALBERTO F CAÑAS

Alberto F. Cañas

*Ministro de Cultura, Juventud y Deportes
Encargado del Despacho de Relaciones Exteriores*

Honorable Señor

ELLWOOD M. RABENOLD

Encargado de Negocios a.i.

*Embajada de los Estados Unidos de América
Ciudad.*

Translation

REPUBLIC OF COSTA RICA
MINISTRY OF FOREIGN RELATIONS AND WORSHIP
FOREIGN POLICY BUREAU

No. 67494-PE-

SAN JOSÉ, June 6, 1972.

SIR:

I have the honor to refer to your note No. 47 of April 5 of this year, in which you state that the distinguished Government of the United States has confirmed the Cooperative Agreement between the United States Department of Agriculture, Animal and Plant Health Service, and the Ministry of Agriculture and Livestock of the Republic of Costa Rica through its Animal Health Control Section, signed at Washington on January 31, 1972 for the United States Department of Agriculture, and on April 3, 1972 for the Ministry of Agriculture and Livestock of our country. You also communicate in the aforementioned note the proposal made by your distinguished Government that the above-mentioned agreement terminate the Agreement between the United States Department of Agriculture, Agricultural Research Service, Animal Health Division, and the Ministry of Agriculture and Livestock of Costa Rica through its Animal Health Control Section, signed at Washington on December 1, 1970.

In this connection, I am pleased to communicate to you the Government of Costa Rica's acceptance of the proposal of the distinguished Government of the United States. This note and your note of April 5 of this year shall constitute an agreement between the parties whereby only the aforementioned Cooperative Agreement of 1972 shall remain in force.

I avail myself of this opportunity to renew to you the assurances of my highest and most distinguished consideration.

ALBERTO F. CAÑAS

Alberto F. Cañas
Minister of Culture, Youth, and Sports
Acting Minister of Foreign Relations

ELWOOD M. RABENOLD, ESQUIRE,
Chargé d'Affaires ad interim,
Embassy of the United States of America,
San José.

**COOPERATIVE AGREEMENT BETWEEN THE MINISTRY OF
AGRICULTURE AND LIVESTOCK OF THE REPUBLIC OF
COSTA RICA THROUGH ITS ANIMAL HEALTH CONTROL
SECTION AND THE UNITED STATES DEPARTMENT OF
AGRICULTURE, ANIMAL AND PLANT HEALTH SERVICE**

The object of this Agreement is to establish a cooperative program in the Republic of Costa Rica to prevent the entrance into the Republic of Costa Rica of foot-and-mouth disease and rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur.

The Ministry of Agriculture and Livestock of the Republic of Costa Rica, through its Animal Health Control Section, and the United States Department of Agriculture, through its Animal and Plant Health Service, shall accomplish this Agreement in accordance with the laws of the Republic of Costa Rica. Public Law 92-152 (21 U.S.C. 114b) authorizes the Secretary of Agriculture of the United States to cooperate with the Governments of Mexico, Guatemala, El Salvador, Costa Rica, Honduras, Nicaragua, British Honduras, Panama, Colombia, and Canada in the prevention, control, and eradication of foot-and-mouth disease, rinderpest, and other communicable diseases of animals.

Under the authority of Public Law 92-152, the Animal and Plant Health Service will conduct cooperative work with the Ministry of Agriculture of the Republic of Costa Rica. The Government of the Republic of Costa Rica shall provide annual appropriations to enable the Ministry of Agriculture of the Republic of Costa Rica to carry out its part of the Agreement. The United States Department of Agriculture through the Animal and Plant Health Service, and subject to the availability of appropriations, shall annually provide funds to enable carrying out its portion of the Agreement.

TIAS 7372

GENERAL ORGANIZATION AND FUNCTIONS

1. There is established a Cooperative Agreement between the Ministry of Agriculture and Livestock of the Republic of Costa Rica and the Department of Agriculture of the United States for the Prevention of Foot-and-Mouth Disease and Rinderpest in the Republic of Costa Rica.

2. The Ministry of Agriculture and Livestock of the Republic of Costa Rica will provide the services of at least one veterinarian to be assigned exclusively to the cooperative activities in the Republic of Costa Rica under this Agreement. The Department of Agriculture of the United States, subject to the availability of appropriations, will provide the services of at least one veterinarian who will be assigned exclusively to the cooperative program to prevent foot-and-mouth disease and rinderpest in Central America and Panama. The United States veterinarian will divide his time between the Republic of Costa Rica and the other countries cooperating in the program. The field work in the Republic of Costa Rica will be conducted by a veterinary team or teams consisting of one veterinarian from the Republic of Costa Rica and one United States veterinarian. The selection of veterinarians assigned to work in the cooperative program in the Republic of Costa Rica will be subject to mutual approval of the Costa Rica Animal Health Control Section and the U.S. Animal and Plant Health Service.

Cooperative activities will include:

- A. Continuing surveillance for vesicular diseases and rinderpest;
- B. Investigating reports of vesicular diseases and rinderpest;
- C. Collecting diagnostic materials for laboratory examination. (Diagnostic materials from animals suspected of having foot-and-mouth disease or rinderpest shall be submitted for examination to a jointly recognized laboratory.);
- D. Participating in organizing livestock owners into vigilance committees to report evidence of vesicular diseases and rinderpest;
- E. Developing practical plans for the immediate eradication of foot-and-mouth disease and rinderpest;
- F. Training of Costa Rican veterinarians and others in the practical application of foot-and-mouth disease and rinderpest eradication plans;
- G. Developing and distributing informational material to inform livestock owners about foot-and-mouth disease and rinderpest;
- H. Providing technical assistance and advice to promote effective legislation in the Republic of Costa Rica that will allow the

Republic of Costa Rica to act promptly to eradicate foot-and-mouth disease and rinderpest;

- I. Assisting in developing or improving import procedures for the Republic of Costa Rica; however, United States representatives will limit their assistance to technical advice in formulating and improving laws, regulations, and procedures for the importation of animals, animal byproducts, and associated materials;
- J. Conducting other appropriate activities associated with foot-and-mouth disease and rinderpest prevention in the Republic of Costa Rica, such as assessing, revising and evaluating periodically any prevention program for these diseases which may be put into effect by the Ministry of Agriculture and Livestock of the Republic of Costa Rica.

3. Salaries and expenses for personnel employed by the Republic of Costa Rica and assigned to work on the cooperative program will be paid by the Government of the Republic of Costa Rica. Salaries and expenses for personnel employed by the U.S. Department of Agriculture and assigned to work on the cooperative program will be paid by the U.S. Department of Agriculture.

4. The Costa Rica Animal Health Control Section and the U.S. Animal and Plant Health Service will arrange for the appointment of an advisory committee consisting of such persons as they may deem appropriate. The advisory committee will provide advice in formulating and improving laws, regulations, and procedures to prevent the entrance into the Republic of Costa Rica of foot-and-mouth disease and rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur.

5. The Republic of Costa Rica will pay all expenses which may be incurred for quarantine, patrol, and other enforcement duties as may be required.

6. The Costa Rica Animal Health Control Section will furnish adequate clerical assistance and adequate office and other space, to personnel of the Ministry of Agriculture and Livestock of the Republic of Costa Rica and of the U.S. Department of Agriculture, for administrative work under this Agreement.

7. The Republic of Costa Rica will facilitate the entry into, exit from, and travel within the Republic of Costa Rica by United States personnel participating in the cooperative program.

8. Officials and employees of the United States Department of Agriculture participating in the cooperative program will enjoy the privileges and immunities accorded to diplomatic personnel of the Embassy of the United States of America in Costa Rica in respect to immunity from the criminal jurisdiction of the Republic of Costa Rica. Such officials and employees will enjoy immunity from the

TIAS 7372

civil and administrative jurisdiction of the Republic of Costa Rica in respect to acts performed in the exercise of their functions under this Agreement.

9. The Republic of Costa Rica will permit the duty-free entry and the disposal of personal effects, household goods, and vehicles of United States personnel participating in the cooperative program and of their immediate household in accordance with the same practices and regulations as are applied by the Government of Costa Rica to diplomatic personnel of the United States Embassy in Costa Rica.

10. Salaries and income derived from sources outside of the Republic of Costa Rica by United States personnel participating in the cooperative program will not be subject to Costa Rican taxes.

11. The Republic of Costa Rica will provide for duty-free entry and export of materials such as equipment and supplies needed to conduct the necessary activities under the cooperative program. Equipment purchased by each participating country will remain the property of the country that purchased the equipment.

12. The Government of the Republic of Costa Rica will provide free mailing privileges for correspondence and literature issued under the cooperative program.

13. Communications, regulations, and instructions pertaining to operations under this Agreement shall be issued jointly by the Costa Rica Animal Health Control Section and the U.S. Department of Agriculture's Animal and Plant Health Service.

14. Neither the Republic of Costa Rica nor the United States will carry out studies or experiments with foot-and-mouth disease or rinderpest virus in the Republic of Costa Rica.

15. The Government of the Republic of Costa Rica agrees to actively seek whatever legislation is necessary to develop (a) an effective foot-and-mouth disease and rinderpest prevention program, and (b) an effective eradication program should foot-and-mouth disease or rinderpest occur.

16. The Government of the Republic of Costa Rica agrees to actively seek cooperation from individuals and organizations such as livestock breeders, livestock organizations, Ministry of Defense, and other Government and private individuals and organizations in order to more effectively accomplish the object of this Agreement.

17. This Agreement may be amended to provide for joint action in the prevention, control, and eradication of specific communicable diseases other than foot-and-mouth disease and rinderpest by an exchange of correspondence and mutual concurrence between the Ministers or Secretaries of Agriculture of the two countries. Such an amendment shall be confirmed by an exchange of diplomatic notes between the two Governments. This Agreement may be amended in

other matters by an exchange of correspondence between the Ministers or Secretaries of Agriculture of the two countries, confirmed by an exchange of diplomatic notes between the two Governments.

18. This Agreement shall remain in force until 120 days after either Government shall have given written notice to the other of a desire to terminate the Agreement.

19. This Agreement shall enter into force on the date upon which notes are exchanged between the two Governments confirming its provisions.

April 3, 1972

Date

FERNANDO BATALLA

*Ministry of Agriculture and Livestock
of Costa Rica*

January 31, 1972

Date

J PHIL CAMPBELL

*United States Department of
Agriculture*

TIAS 7872

MEXICO

Trade: Meat Imports

Agreement effected by exchange of notes

Signed at México and Tlatelolco April 17 and 26, 1972;

Entered into force April 26, 1972.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 528

MEXICO CITY, April 17, 1972

Excellency:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1972 and to the agreements between the United States and other countries, including Mexico constituting the 1971 restraint program concerning shipments of such meats to the United States.

With the understanding that similar agreements also will be concluded for the calendar year 1972 with the governments of all of the countries that participated in the 1971 restraint program, I have the honor to propose the following agreement between our two Governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1972 from countries participating in the restraint program shall be 1155 million pounds and the Government of Mexico and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of Mexico shall limit exports of the aforementioned meats so that the quantity of such meats originating in Mexico and during the calendar year 1972 entered, or withdrawn from warehouse, for consumption in the United States does not exceed 78.2 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

TIAS 7373

(1130)

3. The Government of the United States of America may limit imports of such meats of Mexican origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that:

- (A) Such regulations shall not be employed to govern the timing of entry, or withdrawal from warehouse, for consumption of such meat from Mexico; and
- (B) Such regulations shall be issued only after consultation with the Government of Mexico pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry, or withdrawal from warehouse for consumption, in the calendar year 1972 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1972 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Mexico, a portion of such increase or estimated shortfall shall be allocated to Mexico. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1972 restraint program.

5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

6. The Government of Mexico and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding increase in the total quantity permissible under the restraint program and allocation of shortfall.

I have the honor to propose that, if the foregoing is acceptable to the Government of Mexico, this note together with Your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT MCBRIDE
Robert H. McBride

His Excellency
EMILIO O. RABASA,
*Secretary of Foreign Relations,
Mexico, D.F.*

TIAS 7373

The Mexican Secretary of Foreign Relations to the American Ambassador

ESTADOR UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

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TLATELOLCO, D. F., 26 de abril de 1972.

SEÑOR EMBAJADOR:

Tengo a honra acusar recibo a Vuestra Excelencia de su atenta Nota número 528 fechada el día 17 del mes en curso, cuya versión en español es la siguiente:

"Tengo el honor de referirme a las conversaciones entre representantes de nuestros Gobiernos relacionadas con las importaciones a los Estados Unidos, para consumo de carne fresca, refrigerada o congelada de ganado vacuno (Rubro 106.10 del Cuadro de Tarifas de los Estados Unidos) y carne fresca, refrigerada o congelada de ganado ovino y caprino, salvo corderos (Rubro 106.20 del Cuadro de Tarifas de los Estados Unidos) durante el año calendario de 1972 y a los acuerdos entre los Estados Unidos y otros países incluyendo México, que constituyen el programa de restricciones para 1971, en relación con los envíos de tales carnes a los Estados Unidos.— Con el entendimiento de que acuerdos similares se concertarán también para el año calendario 1972 con los Gobiernos de todos los países que participaron en el programa de restricciones de 1971, tengo el honor de proponer el siguiente convenio entre nuestros Gobiernos: 1. Con base en lo anterior, y con subjeción a lo indicado en el párrafo 4, la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año calendario 1972, por parte de países que participen en el programa de restricciones será de 1155 millones de libras y el Gobierno de México y el Gobierno de los Estados Unidos de América asumirán respectivamente las obligaciones que se indican a continuación para reglamentar las exportaciones e importaciones a los Estados Unidos.— 2. El Gobierno de México limitará las exportaciones de las carnes antes mencionadas con el fin de que la cantidad de tales carnes de origen mexicano que hayan ingresado al país o hayan sido retiradas del almacén, para consumo en los Estados Unidos durante el año calendario 1972 no excedan de 78.2 millones de libras o la cantidad mayor que pueda resultar de los ajustes de acuerdo con lo establecido en el párrafo 4.— 3. El Gobierno de los Estados Unidos de América podrá limitar las importaciones de tales carnes de origen mexicano, ya sea por envíos directos o indirectos, mediante la emisión de reglamentos que rijan la entrada o el retiro del almacén, para consumo en los Estados Unidos, a condición de que: (A) Tales reglamentos no se empleen para regir el tiempo de entrada o de retiro del almacén, para consumo de dicha carne de México; y (B) Tales

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reglamentos sean emitidos únicamente después de realizar consultas con el Gobierno de México de acuerdo con lo establecido en el párrafo 6, y únicamente en circunstancias donde sea evidente, después de tales consultas que, la cantidad de dicha carne destinada para ingreso al país o retiro del almacén, para consumo, en el año calendario 1972 exceda a la cantidad especificada en el párrafo 2, independientemente de que puede ser aumentada de acuerdo con lo establecido en el inciso 4.— 4. El Gobierno de los Estados Unidos de América podrá aumentar la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año calendario 1972 de países que participen en el programa de restricciones o podrá asignar cualquier déficit calculado en una parte de la cantidad del programa de restricciones o en los cálculos iniciales de importaciones de países que no participen en el programa de restricciones. En consecuencia y de acuerdo con lo antes señalado, si no se ha calculado un déficit para México, una porción de tal aumento o déficit calculado será adjudicado a México. La asignación anterior no se aplicará para favorecer importaciones de países que no participen en el programa de restricciones para 1972.— 5. El Gobierno de los Estados Unidos de América rendirá informes por separado sobre las carnes rechazadas como no aptas para el consumo humano conforme a las normas de inspección de los Estados Unidos, y tales carnes no serán consideradas como parte de la cantidad que se indicó en el párrafo 2.— 6. El Gobierno de México y el Gobierno de los Estados Unidos de América, celebrarán consultas lo antes posible a solicitud de cualquiera de los dos Gobiernos, en relación con cualquier asunto relacionado con la aplicación, interpretación o implementación de este convenio, y en relación a aumentos sobre la cantidad total permitida conforme al programa de restricciones y la asignación del déficit.— Tengo el honor de proponer que, si lo anterior es aceptable para el Gobierno de México, la presente Nota junto con la Nota de respuesta de Vuestra Excelencia confirmando lo antedicho, constituirán un convenio entre nuestros dos Gobiernos, el cual entrará en vigor en la fecha de respuesta. Acepte Excelencia las seguridades renovadas de mi más alta consideración.”

En respuesta me complace en informar a Vuestra Excelencia que mi Gobierno encuentra aceptable la precedente propuesta y, en consecuencia, conviene en que la Nota de Vuestra Excelencia arriba transcrita y la presente constituyen un acuerdo entre los Estados Unidos Mexicanos y los Estados Unidos de América.

Aprovecho esta oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

E. O. RABASA
(Emilio O. Rabasa)

Excelentísimo SEÑOR ROBERT HENRY McBRIDE,
*Embajador Extraordinario y Plenipotenciario de
Estados Unidos de América,
Ciudad.*

Translation

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

II-116

TLATELOLCO, D. F., April 26, 1972

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 528, dated April 17, which reads in Spanish as follows:

[For the English language text, see p. 1130.]

In reply, I take pleasure in informing Your Excellency that my Government finds the above proposal acceptable and, consequently, it agrees that Your Excellency's note transcribed above and this reply shall constitute an agreement between the United Mexican States and the United States of America.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

E. O. RABASA
Emilio O. Rabasa

His Excellency
ROBERT HENRY McBRIDE,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

REPUBLIC OF CHINA

**Technical Cooperation: Water Resources, Land
Utilization, Irrigated Agriculture**

*Agreement signed at Taipei May 12, 1972;
Entered into force May 12, 1972.*

中華民國政府與美利堅合衆國政府
關於促進水資源、土地利用及各項灌溉農業之技術合約

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF CHINA AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA ON
TECHNOLOGICAL ADVANCEMENT IN CONNECTION WITH
WATER RESOURCES, LAND UTILIZATION AND
VARIOUS FIELDS OF IRRIGATED AGRICULTURE**

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF CHINA
AND THE GOVERNMENT OF THE UNITED STATES
OF AMERICA ON TECHNOLOGICAL ADVANCE-
MENT IN CONNECTION WITH WATER
RESOURCES, LAND UTILIZATION
AND VARIOUS FIELDS OF
IRRIGATED AGRICULTURE**

**中華民國政府
與美利堅合衆國政府
關於促進水資源、
土地利用
及各項灌溉農業之
技術合約**

WHEREAS, the Government of the Republic of China (hereinafter referred to as "the Chinese Government") desires to include agriculture and irrigation in the long-range nationwide science research and development program to find proper measures to ease the competition in its province of Taiwan, between agriculture and industry in utilizing the limited land and water resources;

WHEREAS, the Chinese Government desires to undertake studies on total water use potentials, including that for agricultural, industrial, and community needs, and possible land use adjustments, including low lands, tidal land and slopeland to achieve better understanding of factors influencing this competition;

WHEREAS, contributions of this long-range program towards efficient utilization of land and water resources will promote crop production, encourage agricultural stability, and facilitate redistribution and redevelopment of available land and water resources to maximize their contribution towards strengthening the national economy of the Republic of China;

WHEREAS, land and water resources utilization in Taiwan is already extensively developed and further advancement will require systematical analysis of completed land and water resources development projects, past irrigation experience and operation records, and innovative research on land and water resources developments;

鑒於中華民國政府（以下簡稱「中國政府」）

擬將農業與灌溉列入國家長期科學研究及發展計劃，以求求適當措施緩和其在臺灣省農業與工業上利用有限土地及水資源之競爭；

鑒於中國政府擬研究包括農業、工業、以及社區需要之全面用水量，並擬研究包括低地、海埔新生地及山坡地等可能使用土地之調整，俾進一步瞭解影響此種競爭之因素；

鑒於此項有效運用土地及水資源之長期計劃，將有助於增進作物生產、促成農業穩定及便利可用土地及水資源之重新分配與開發，以期對中華民國國家經濟之增長提供最大之貢獻；

鑒於臺灣省之土地及水資源之利用已極發達，如欲更加發展，則必須對已經完成之土地及水源開發計劃，以往之灌溉經驗與實施記錄作有系統之分析，並對土地及水資源之開發從事發展性之研究；

WHEREAS, systematical analysis and innovative researches of this kind will require a greater amount of highly technical work in various fields of soil physics, system engineering, and engineering and applied science than that which the Chinese Government is capable of doing at the present moment;

WHEREAS, in view of the foregoing, the Chinese Government desires to enter into a co-operative program for promoting technological advancement in water resources, land utilization and various fields of irrigated agriculture in Taiwan;

WHEREAS, the Joint Commission on Rural Reconstruction of the Chinese Government (hereinafter referred to as "the Commission") has submitted a request to the Bureau of Reclamation of the United States of America (hereinafter referred to as "the Reclamation") for Technical Advisory Services and other forms of assistance by the Reclamation in accordance with and subject to the terms and conditions of the Standard Procedures for Requesting Assistance in Securing U.S. Technical Services issued by the Agency for International Development Mission to the Republic of China in May 1965;

WHEREAS, in response to said request, the Agency for International Development has determined pursuant to Section 607 of the Foreign Assistance Act of 1961 of the United States of America, as amended¹ (hereinafter referred to as "the Act"), that the provision of the requested advisory services will be consistent with and in furtherance of the purposes and within the limitations of the Act; and

WHEREAS, the Reclamation has, pursuant to the Act of Congress of the United States of America of June 17, 1902 (32 Stat. 388),² and acts amendatory thereof or supplementary thereto (hereinafter referred to as "the Reclamation Laws"), and other acts of the Congress, and in connection with its activities under the Reclamation Laws, the necessary personnel and facilities for a cooperative training program and for engineering studies of the technical aspects of reclamation and irrigation, and is desirous of obtaining

鑒於此種系統分析與啓發性研究將需要在土壤物理學、系統工程學、以及其他工程與應用科學方面大量高水準之技術工作，在目前中國政府尚感力有未逮；

鑒於上述情形，中國政府擬成立一項合作計劃，以促進臺灣水資源、土地利用以及各項灌溉農業技術之進步；

鑒於中國政府農村復興聯合委員會（以下簡稱「農復會」）素向美利堅合衆國墾務局（以下簡稱「墾務局」）申請技術顧問服務以及該局依據國際開發總署駐中華民國分署於一九六五年五月頒佈申請獲得美國技術服務之規定與標準程序之條件，可提供之其他方式協助；

鑒於國際開發總署對於上述申請，認為依照一九六一年及其後修訂之美利堅合衆國援外法案（以下簡稱「法案」）第六〇七款之規定，提供所需之顧問服務將符合並可達成該法案之宗旨，且在其許可範圍以內；以及

鑒於墾務局依據一九〇二年六月十七日美利堅合衆國之國會法案與日後修訂及增補之法案（以下簡稱「墾務法」），及國會之其他法案，以及其依墾務法所作有關活動，對墾殖與灌溉技術方面之工程研究與合作訓練計劃等具有必要之人員與設備，並希望與中國政府合作而獲利，以促進臺灣地區土

¹ 75 Stat. 441, 82 Stat. 963; 22 U.S.C. § 2357.

² 48 U.S.C. § 1457.

the benefit of cooperation with the Chinese Government to promote technological advancement of land and water resources development and utilization of irrigated agriculture in Taiwan for not only local adoptions but also for foreign uses in Southeast Asia.

In order to achieve these purposes, the Chinese Government and the Government of United States of America (hereinafter referred to as "the U. S. Government") have agreed upon as follows:

I. To the extent that funds are advanced by the Chinese Government as hereinafter provided, the Reclamation will make available such personnel, equipment and facilities as may be required to carry out in Taiwan cooperative research and training programs; to collaborate in collecting and evaluating engineering and other experimental data, conducting investigations, constructing and testing hydraulic and other models, testing materials and soils, analyzing economic and financial data; to confer on technical problems both in Taiwan and in the United States of America; and to perform such related services as may be requested by the Commission, all in connection with the planning, construction and operation of the works and projects of the Chinese Government; *Provided*, that such services by the Reclamation shall not conflict with or supersede its work under the Reclamation Laws.

II. Under this program, the Reclamation shall select soil scientists, general agronomists, land resources and water utilization specialists, design and research engineers on irrigated agriculture, and economists to perform short or long-term assignments to Taiwan and selected Chinese engineers and other personnel who will participate in research programs or receive technical training in the Reclamation or in other related agencies to qualify them for duties of higher professional responsibility. The technical training will include, but not be limited to, the performance of regional land resources and water utilization planning and development, including engineering investigations, economic evaluations, and land classification; the study of engineering design, including slopeland and low land water distribution and disposal

地與水資源之開發與利用灌溉農業之技術進步，不僅在當地適用，並可適用於東南亞其他地區。

為達成前述諸項目標，中國政府與美利堅合眾國政府（以下簡稱「美國政府」），爰經協議如下：

一、在中國政府依後述規定提撥之資金範圍內，墾務局將提供所需之人員、設備與便利，以進行在臺灣之合作研究與訓練計劃；共同蒐集與評估工程及其他實驗資料，從事調查工作，建築並作水工或其他模型試驗，工程材料與土壤試驗，分析經濟與財務資料；在臺灣與美利堅合眾國兩地討論技術問題；並提供經由農復會申請所有有關中國政府工作與計劃之規劃、設計、建築及運營等方面之各種服務；惟墾務局此種服務不得違背或替代其依墾務法所做之工作。

二、在此一計劃下，墾務局應遴選土壤專家，一般農藝專家，土地資源及水資源利用專家，灌溉農業方面之設計及研究工程師，及經濟學家，至臺灣擔任短期或長期工作，並遴選中國工程師及其他人員參加研究計劃或在墾務局或其他有關機構接受技術訓練，俾賦予其等擔負更高職務責任之資格。該項技術訓練將包括但不限於實施區域性土地資源及水資源利用規劃與開發，包括工程調查經濟評價及土地分類；工程設計之研究，包括山坡地及平地水之分配與處理系統，地表水與地下水之統籌開發。

systems, cooperative surface and ground water development projects, water conservation and quality control system, concrete and earth materials' testing, and other laboratory investigations such as hydraulic model studies; construction standards and contract administration, as well as operation and maintenance of irrigation development for the Chinese Government.

III. In order to help the Republic of China attain the objective contemplated by this Agreement, the Reclamation will offer and/or arrange technical training programs pertaining to the related fields of research for certain Chinese personnel who will from time to time be designated by the Commission and will be agreed in advance by the Reclamation as to their qualifications. The Reclamation before determining the type and scope of training and the responsibilities of such trainees will confer with the Commission. The normal periods of training shall be for twelve (12) months; but this shall not preclude the Commission from sending to the Reclamation persons to assist with or examine certain aspects of engineering studies, designs or investigations as being performed under this Agreement. These persons may be considered Official Observers for purposes of costs as mentioned in the schedules of fees attached. No living accommodations will be furnished to said trainees or observers nor will they be paid any amount by the U. S. Government or by the Reclamation for salaries, subsistence, lodging, travel or for any other expenses.

IV. Since the programs for technological advancement are not yet well formulated and will be carried out with many fields trials and feedback operations, short-term consultation services may be required from the Reclamation and other related agencies of the U.S. Government. Such services will be provided by the Reclamation on an actual cost basis as outlined in paragraph VIII. Personnel will be detailed at present grade and salary and will be authorized travel and allowances in accordance with current U. S. Government regulations.

V. The Chinese Government will permit

設計、水源保持與水質控制系統、混凝土與土壤材料試驗、及其他實驗調查工作，諸如水工模型研究、施工標準與合同執行，以及中國政府灌溉開發之施行與維護等。

三、為協助中華民國達成本合約所定之目標，墾務局對農復會隨時派遣並經墾務局預先同意其資格之若干中國人員，將提供並或安排有關研究方面之技術訓練計劃。墾務局在決定訓練之種類與範圍及受訓人員之責任以前，應先與農復會磋商。此項正常受訓期間為十二個月；但此一期限規定並不適用於農復會所派前往墾務局協助或檢討依本合約進行之工程研究、設計、或調查等業務人員。此項人員得依照本合約所附費用表所述之目標與費用視為官方觀察員。美國政府或墾務局對上述受訓人員或觀察員不提供生活費用，亦不支付任何薪金、食宿旅行或其他費用。

四、在提高技術計劃尚未釐訂，而須與實地試驗與反饋討論配合進行時，得向墾務局及其他美國政府有關機關請求提供短期顧問服務。而墾務局將依據第八項所規定之實際費用提供此項服務。所有人員均將按其現在之階級及薪金派遣，並依美國政府之現行規章支領旅費與津貼。

五、中國政府同意墾務局人員基於本合約在臺

the Reclamation personnel performing short-term or long-term assignments in Taiwan under this Agreement to enjoy Navy Exchange and Commissary privileges.

VI. The two Parties agree to make such data as are to be obtained in Taiwan as a result of the implementation of this Agreement available to other Southeast Asia Countries that are interested in receiving relevant technical knowledge and information.

VII. In case any other agency needs to conduct any research programs for its own benefit using the experimental site and personnel in Taiwan, it can be carried out with approval of the Reclamation and the Commission, but they should be totally financed by the agencies concerned.

VIII. The Commission will pay the entire cost of services performed and expenses incurred by the Reclamation for work performed under this Agreement, in the currencies in which the costs and expenses are incurred, as determined by agreement between the Reclamation and the Commission, subject to modification by further agreement between them. Within sixty (60) days after the execution of this Agreement the Commission will notify the Reclamation concerning the nature and scope of the training and technical services which it desires that the Reclamation perform under this Agreement during the ensuing year. Thereupon, the Reclamation will estimate the amount required to cover the costs of the services requested for the first year's operation under this Agreement, and the date on which such services can commence. The Reclamation's services shall include a special overhead charge for each full year or fraction of a year during the term of validity of this Agreement. The said advance will also include a fee for each trainee or observer to be assigned under Paragraph III above, to cover the specified period of participation. Attached is a current schedule of overhead and training fees. Such fees may be revised whenever actual costs justify. The Reclamation will draw upon this total advance for the costs of its personnel and services during the first year of work hereunder, such costs to be

應擔任短期或長期工作時，得享受軍營商店及軍中福利社之特權。

六、雙方同意將在臺灣實施本合約所獲得之資料，提供有興趣接受有關技術知識及資料之其他東南亞國家。

七、如任何其他機構為其本身利益從事研究計劃，需利用在臺灣之實驗場所與人員時，須先獲得墾務局及農復會之同意始得進行，但其全部費用均應由該有關機構負擔。

八、農復會應支付墾務局依本合約執行工作之經費及提供服務之全部費用，照所需經費及費用之貨幣撥付，並由農復會及墾務局雙方協議決定之。是項協議得經雙方同意修改之。在實施本合約後六十天之內，農復會應通知墾務局有關依據本合約於翌年內需要墾務局提供之訓練與技術服務之性質與範圍。墾務局即據以估計執行本合約第一年所需服務費用之數額及服務開始之日期。墾務局之服務費用應包括在本合約有效期間之每一全年或一年中之某一期間內之特別管理費用。上述預撥之費用亦須包括依上述第三項規定撥派之每位受訓人員或觀察員在特定參加期間之費用。現行管理費用及受訓費用表如附件所列。此項費用得視實際情況隨時調整之。墾務局自預撥之費用總額中支付其第一年中工作人員及服務之各項費用，其費用之計算方式比照

computed in the same manner as in case of the Reclamation projects. The Reclamation's determination of the costs of all work hereunder shall be conclusive and binding on the Parties hereto. The Reclamation will submit to the Commission quarterly statements of transfers or withdrawals from this account. At least ninety (90) days prior to the expiration of one year following the initial advance by the Chinese Government, the Commission will notify the Reclamation concerning the nature and scope of the training and technical services which it desires the Reclamation to perform under this Agreement for the ensuing year and the Reclamation will submit to the Commission its estimate of the additional sum of money required to perform such services. If at any time it shall appear that the sums advanced by the Commission will be exhausted before expiration of the current year, the Reclamation will submit a further estimate for the balance of the year, and within sixty (60) days after such submittal, the Chinese Government will advance the sum of money required to satisfy such estimate. The failure of the Chinese Government to advance additional sums of money in accordance with the foregoing provisions may result in cessation of the work by the Reclamation until the said additional sums have been advanced: *Provided*, that the training program will be continued, if the Parties hereto agree, to the extent that funds theretofore or thereafter deposited by the Commission for training purposes are unexpended.

IX. The Commission agrees, upon invitation of the Reclamation, to assign its engineers and specialists of various fields related to irrigated agriculture to participate in the Reclamation's foreign activities on international projects pertaining to planning, design, management and evaluation of irrigation and land development, etc. The Reclamation shall pay such engineers and/or specialists as assigned by the Commission salaries in United States dollars comparable to the salaries paid to their American counterparts, and shall also pay the Commission a special overhead charge for each full year or fraction of a year to be calculated according to the schedule of fees referred to in Paragraph VIII above.

整務局本身之計劃辦理。整務局對於各項工作費用之決定，具有確定性，並拘束締約雙方。整務局每季應向農復會提出本賬戶收支情形之賬目報告。自中國政府第一次預撥經費之日起，至屆滿一年之至少九十天以前，農復會應通知整務局關於依據本合約在次一年內需要該局提供訓練及技術服務之性質與範圍，整務局應即向農復會提出為提供此類服務所須增加之金額估計。如在當年屆滿之前，農復會所提撥之款項有用罄之可能時，整務局應提出該年其餘期間所需費用之估計，中國政府應於收到上述估計六十天之內撥款補足之。中國政府未能依照前述規定撥款補足差額時，可能導致整務局停止其工作。直至上述差額撥足時為止；如經雙方同意，訓練計劃仍可繼續進行，然以農復會在事先或事後為該項訓練目的所撥存未支用之款項為度。

九、農復會應整務局之請，同意派遣其有關灌溉農業各方面之工程師及專家，參與整務局對外從事有關灌溉及土地開發之規劃、設計、管理與評價等國際性計劃。整務局應比照其付給所屬美籍同等職位人員之薪金，以美金支付由農復會派遣之工程師及（或）專家，同時亦須依照上述第八項所列費用表，付給農復會每一全年或一年中某一期間之特別管理費用。

X. Upon completion of short-term consultation services by the Reclamation engineers and other specialists, recommendations will be submitted to the Commission in report form or as otherwise agreed upon between the Reclamation and the Commission. For long range research and investigation projects carried out in Taiwan, the Reclamation will be kept informed of such projects, and the Reclamation shall review the periodic, interim and final reports of such projects and provide comments in written form to the Commission. If the reports and comments are not submitted within a reasonable period after completion of consultation or after the commencement of another period and/or stage of work of the projects under this Agreement, the Commission may ask for a redefinition or revision of the terms of this Agreement. If these terms are not satisfactory, the Commission may terminate this Agreement.

XI. This Agreement shall not be construed as constituting any commitment, representation or assurance whatsoever by the U. S. Government to supply needed material and equipment or to grant priority assistance in the obtaining of necessary materials, supplies and equipment, or that it will assist in the financing of any projects of the Chinese Government.

XII. This Agreement may be terminated or suspended in whole or in part for a definite or indefinite period by either Party giving to the other Party ninety (90) days' written notice in advance of such termination or suspension. In the event of termination or suspension by either Party any balance of funds then unexpended or not committed for expenditure, which have been advanced pursuant to Paragraph VIII of this Agreement, shall be returned or debited to the Chinese Government, as the case may be.

XIII. No Member of or Delegate to Congress or Resident Commissioner of the United States of America shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom.

In Witness Whereof, the undersigned representatives of the two Governments, duly authorized for the purpose, have signed this agreement.

十、墾務局工程師及其他專家於完成短期顧問服務時，將其建議具報告或經墾務局與復會同意之其他方式向復會提出。對於在臺灣執行之長期研究與調查計劃，應經常告知墾務局，墾務局對此類計劃之定期、臨時及終期報告應予審閱，並將其意見以書面向復會提出。如其報告與意見在顧問服務完成後之合理時間內，或依本合約計劃工作之另一期間及／或另一階段開始後尚未能遞送時，復會得要求重新解釋或修訂本合約之條款。如此項條款仍不能滿意時，復會得廢止本合約。

十一、本合約不得被解釋為構成美國政府任何承諾，代表或保證供應所需物資與器材，或給予優先協助以取得所需物資、供應品與器材，或協助提供中國政府任何計劃之資金。

十二、本合約經任一方於擬予廢止或中止前九十天，以書面通知對方時得予廢止或中止其全部或一部份至一定期間或無限之期間。經任一方廢止或中止時，依本合約第八項所提撥未支用費用之餘額，或尚未授權使用之費用，應視實際情形，退還中國政府或記入其備方賬目。

十三、美利堅合眾國國會議員或代表或駐會專員均不得參與本合約之有關事宜或享有源自本合約之任何利益。

為此，經正式授權之雙方政府代表，爰簽署本合約，以昭信守。

Done in duplicate, in the English and Chinese languages, both texts being equally authentic, at Taipei this **TWELFTH** day of **MAY**, 1972.

本合約以中文及英文各繕兩份，兩種文字的本同一作準。

For the Government of the Republic of China

中華民國政府代表：

Signature:

W. H. Fei

Name:

Walter H. Fei

Title:

Vice Chairman of Council for International Economic Cooperation and Development, Executive Yuan

費 驊

(簽章)

費

驊

行政院國際經濟合作發展委員會副主任委員

For the Government of the United States of America

美利堅合眾國政府代表：

Signature:

Walter P. McCaughy

Name:

Walter P. McCaughy

Title:

Ambassador of the United States of America to the Republic of China

馬 康 衛
美利堅合眾國駐中華民國大使

中華民國六十一年 五 月 十二 日于臺北市

TIAS 7374

Appendix

SCHEDULE OF FEES

Through 4 months	\$30 per business day per person or per group up to a maximum of four persons following the same program
5, 6 or 7 months	\$1,500 per person
8 through 12 months	\$1,800 per person

OVERHEAD CHARGES

Up to \$50,000	10%
Over \$50,000	8% but not less than \$5,000

附 錄

費用標準表

訓練費：
四個月以內：每人每工作天美金叁拾元。或在同一計劃下最多不超過四人之小組，每組每工作天美金叁拾元
五、六、或七個月：每人共美金壹仟伍佰元
八個月至十二個月：每人共美金壹仟捌佰元
管理費：
美金伍萬元內：百分之十
美金伍萬元以上：百分之八，但不得少於美金伍仟元

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Defense Areas in the West Indies: Facilities on North and South Caicos Islands

Agreement amending the agreement of February 10, 1961.

Effected by exchange of notes

Signed at London June 15, 1972;

Entered into force June 15, 1972.

*The American Ambassador to the British Secretary of State for
Foreign and Commonwealth Affairs*

No. 14

JUNE 15, 1972

YOUR EXCELLENCY,

I have the honor to refer to the discussions between representatives of the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the status of the United States Hydrographic Office Survey Station "Bottle" on North Caicos Island and of the Long Range Aid to Navigation (LORAN) Station operated by the United States Coast Guard on South Caicos Island, Turks and Caicos Islands.

In order that these may be added to the other United States facilities as defense areas for the purposes of the Agreement between the Government of the Federation of The West Indies and the Government of the United States of America concerning United States defense areas in the Federation of the West Indies, signed at Port of Spain on the 10th of February 1961,^[1] (hereinafter referred to as "the 1961 Agreement"), I have the honor to propose that the map annexed to this Note shall supersede and replace the existing map No. 6 attached to Annex F to the 1961 Agreement and become an integral part of that Agreement.

If the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to suggest that this Note, together with the map annexed thereto,

¹ TIAS 4734; 12 UST 408.

and Your Excellency's reply to that effect, shall be regarded as constituting an Agreement between the two Governments which shall enter into force on this day's date.

Accept, Excellency, the renewed assurances of my highest consideration.

WALTER ANNENBERG

Enclosure: Map

The Rt. Hon. SIR ALEC DOUGLAS-HOME, M.P.,
*Secretary of State for
Foreign and Commonwealth Affairs.*

*The British Secretary of State for Foreign and Commonwealth
Affairs to the American Ambassador*

FOREIGN AND COMMONWEALTH OFFICE
LONDON SW1

HWT 10/2

15 JUNE 1972

His Excellency

The Honourable WALTER H ANNENBERG
Ambassador Extraordinary and Plenipotentiary
American Embassy
Grosvenor Square
London W1A 1AE

YOUR EXCELLENCY

I have the honour to acknowledge receipt of your Note No. 14 of today's date which reads as follows: -

"I have the honor to refer to the discussions between representatives of the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the status of the United States Hydrographic Office Survey Station "Bottle" on North Caicos Island and of the Long Range Aid to Navigation (LORAN) Station operated by the United States Coast Guard on South Caicos Island, Turks and Caicos Islands.

In order that these may be added to the other United States facilities as defence areas for the purposes of the Agreement between the Government of the Federation of The West Indies and the Government of the United States of America concerning United States defence areas in the Federation of the West Indies, signed at Port of Spain on the 10th of February 1961, (hereinafter referred to as "the 1961 Agreement") I have the honor to propose that the map annexed to this Note shall supersede and replace the existing map No. 6 attached to Annex F to the 1961 Agreement and become an integral part of that Agreement.

If the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to suggest that this Note, together with the map annexed thereto, and Your Excellency's reply to that effect, shall be regarded as constituting an Agreement between the two Governments which shall enter into force on this day's date."

TIAS 7375

In reply I have the honour to inform you that the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that Your Excellency's Note, together with the map annexed thereto and the present reply, shall constitute an Agreement between the two Governments which shall enter into force on this day's date.

I have the honour to be with the highest consideration Your Excellency's obedient Servant

(for the Secretary of State)

N. B. J. HUIJSMAN

TIAS 7375

COSTA RICA

Trade: Meat Imports

*Agreement effected by exchange of notes
Signed at San José March 28 and June 12, 1972;
Entered into force June 12, 1972.*

*The American Ambassador to the Costa Rican Minister of
Foreign Relations*

No. 39

SAN JOSE, March 28, 1972

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States of America for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the tariff schedules of the United States of America) and fresh, chilled, or frozen meat of goats and sheep, except lambs (Item 106.20 of the tariff schedules of the United States of America) during the calendar year 1972 and to the agreements between the United States of America and other countries, including Costa Rica, constituting the 1971 restraint program concerning shipments of such meats to the United States of America.

With the understanding that similar agreements also will be concluded for the calendar year 1972 with the governments of all of the countries that participated in the 1971 restraint program, I have the honor to propose the following agreement between our two governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States of America during the calendar year 1972 from countries participating in the restraint program shall be 1,155 million pounds and the Government of Costa Rica and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States of America.
2. The Government of Costa Rica, having already obtained the agreement of the organizations charged with authorizing the exports of meat, shall limit exports of the aforementioned meats so that the quantity of such meats originating in Costa Rica and during the calendar year 1972 entered or withdrawn from

- warehouse for consumption in the United States of America does not exceed 39.8 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.
3. The Government of the United States of America may limit imports of such meats of Costa Rican origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that:
 - (A) Such regulations shall not be employed to govern the timing of entry, or withdrawal from warehouse, for consumption of such meat from Costa Rica; and
 - (B) Such regulations shall be issued only after consultation with the Government of Costa Rica pursuant to paragraph 6, and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry, or withdrawal from warehouse for consumption, in the calendar year 1972 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.
 4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States of America during the calendar year 1972 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Costa Rica, such increase or estimated shortfall shall be allocated to Costa Rica in the proportion that 39.8 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1972. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1972 restraint program.
 5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.
 6. The Government of Costa Rica and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding increase in the total quantity permissible under the restraint program and allocation of shortfall.
 7. The above agreement is undertaken without prejudice to any arrangements which may be reached between the Government

TIAS 7376

of the United States of America and the Government of Costa Rica concerning meat import levels in years subsequent to 1972.

I have the honor to propose that, if the foregoing is acceptable to the Government of Costa Rica, this note together with Your Excellency's confirmatory reply constitute an agreement between our two governments which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

WALTER C. PLOESER

His Excellency,
Licenciado GONZALO J. FACIO,
Minister of Foreign Relations,
San José.

*The Costa Rican Minister of Foreign Relations to the
American Chargé d'Affaires ad interim*

REPUBLICA DE COSTA RICA
MINISTERIO DE RELACIONES EXTERIORES Y CULTO

DIRECCIÓN GENERAL DE POLÍTICA EXTERIOR

N° 67496-PE

SAN JOSÉ, 12 de junio de 1972.

HONORABLE SEÑOR:

Tengo el honor de referirme a la nota N° 39 de 28 de marzo del presente año, que nos enviara el Señor Walter C. Ploeser como Embajador de los Estados Unidos en nuestro país, mediante la cual se refiere a las conversaciones entre representantes de nuestros dos gobiernos en relación con las importaciones a los Estados Unidos durante el año civil de 1972 destinadas al consumo, de carne fresca, refrigerada o congelada de ganado vacuno (rubro 106,10 del cuadro de tarifas de los Estados Unidos) y carne fresca, refrigerada o congelada de ganado ovino y caprino, salvo corderos (rubro 106,20 del cuadro de tarifas de los Estados Unidos) y a los acuerdos entre los Estados Unidos y otros países, incluyendo Costa Rica, que constituyen el programa de restricciones para 1971 en relación con los envíos de tales carnes a los Estados Unidos, y mediante la cual propone al Gobierno de Costa Rica, en base a que acuerdos como el anterior se suscribirán para el año civil de 1972 con los gobiernos que participaron en el programa de restricciones de 1971, el siguiente Acuerdo:

1. Con base en lo anterior, y con sujeción a lo indicado en el párrafo 4, la cantidad total permitida de importaciones de tales

TIAS 7376

carnes a los Estados Unidos durante el año civil de 1972, por parte de países que participen en el programa de restricciones será de 1,155 millones de libras y el Gobierno de Costa Rica y el Gobierno de los Estados Unidos de América asumirán respectivamente las obligaciones que se indican a continuación para reglamentar las exportaciones e importaciones a los Estados Unidos.

2. El Gobierno de Costa Rica, con el acuerdo ya conseguido de las entidades a que corresponda autorizar las exportaciones de carne, limitará las exportaciones de las carnes antes señaladas con el fin de que la cantidad de dichas carnes cuyo origen es Costa Rica y que durante el año civil de 1972 hayan tenido entrada o salida de almacén para el consumo en los Estados Unidos no exceda 39.8 millones de libras, o aquella cantidad mayor que pueda resultar de los ajustes realizados en virtud del párrafo 4.

3. El Gobierno de los Estados Unidos de América podrá limitar las importaciones de tales carnes cuyo origen es Costa Rica, bien sea en envíos por vía directa o indirecta, por medio de la promulgación de reglamentos que gobierne la entrada o salida de almacén de las carnes para consumo en los Estados Unidos, siempre que:

(A) Tales reglamentos no se empleen para gobernar las fechas o momento de entrada o salida de almacén para el consumo de tales carnes de Costa Rica; y

(B) Tales reglamentos se promulguen solamente después de que se hayan celebrado consultas con el Gobierno de Costa Rica conforme al párrafo 6, y solamente bajo circunstancias en las que es obvio, después de celebrarse tales consultas, que la cantidad de tales carnes que probablemente se presentará para su entrada o salida de almacén para el consumo en el año civil de 1972, excederá la cantidad que se especifica en el párrafo 2, en la medida en que pueda ser aumentada en virtud del párrafo 4.

4. El Gobierno de los Estados Unidos de América podrá aumentar la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1972 de países que participen en el programa de restricciones o podrá adjudicar cualquier déficit calculado en una parte de la cantidad del programa de restricciones o en los cálculos iniciales de importaciones de países que no participen en el programa de restricciones. Seguidamente, si no se ha calculado un déficit para Costa Rica, tal aumento o déficit calculado será adjudicado a Costa Rica en la proporción que 39.8 millones de libras tienen con el total de participaciones iniciales de todos los países participantes en el programa de restricciones y que se calcula no tendrán déficit en el año civil de 1972. La adjudicación anterior no se aplicará a cualesquiera aumentos en el cálculo de importaciones de

TIAS 7376

países que no participen en el programa de restricciones para el año de 1972.

5. El Gobierno de los Estados Unidos de América rendirá informes, por separado, acerca de carnes rechazadas por no ser aptas para el consumo humano conforme a las normas de inspección de los Estados Unidos, y tales carnes no se considerarán como parte de la cantidad que se indica en el párrafo 2.

6. El Gobierno de Costa Rica y el Gobierno de los Estados Unidos de América celebrarán consultas lo antes posible después de que uno de los Gobiernos las solicite, en relación con cualquier asunto sobre la aplicación, interpretación o puesta en práctica del presente acuerdo, y sobre aumentos de la cantidad total permitida conforme al programa de restricciones y la adjudicación del déficit.

7. El Convenio precedente se celebra sin perjuicio de cualesquiera acuerdos que puedan celebrarse entre el Gobierno de los Estados Unidos y el Gobierno de Costa Rica concerniente a los niveles de importación de carnes en los años subsiguientes a 1972.

El Gobierno de Costa Rica manifiesta su conformidad con el Acuerdo propuesto en la nota mencionada, aceptando que ambas notas constituyan un Acuerdo formal entre los dos Gobiernos, que entrará en vigor en esta misma fecha.

Aprovecho la oportunidad para renovar a Vuestra Señoría las seguridades de mi más distinguida consideración,

GONZALO J FACIO

Gonzalo J. Facio
Ministro de Relaciones Exteriores

Honorable Señor

ELLWOOD M. RABENOLD

Encargado de Negocios a.i.

de los Estados Unidos de América
Ciudad.—

Translation

REPUBLIC OF COSTA RICA
MINISTRY OF FOREIGN RELATIONS AND WORSHIP
FOREIGN POLICY BUREAU

No. 67496-PE

SAN JOSÉ, *June 12, 1972*

SIR:

I have the honor to refer to note No. 39 of March 28, 1972, sent by Mr. Walter G. Ploeser, Ambassador of the United States to our coun-

TIAS 7376

try, referring to the discussions between representatives of our two governments relating to the importation into the United States for consumption, during the calendar year 1972, of fresh, chilled, or frozen cattle meat (Item 106.10 of the United States tariff schedules), and fresh, chilled, or frozen meat of goats and sheep, except lambs (Item 106.20 of the United States tariff schedules), and to the agreements between the United States and other countries, including Costa Rica, which constitute the 1971 restraint program concerning shipments of such meats to the United States, and proposing to the Government of Costa Rica, on the basis that agreements such as the preceding will be concluded for the calendar year 1972 with the governments which participated in the 1971 restraint program, the following agreement:

[For the English language text, see p. 1150.]

The Government of Costa Rica states that it concurs with the agreement proposed in the aforementioned note, and agrees that the two notes shall constitute a formal agreement between the two governments, which will enter into force on this date.

I avail myself of the opportunity to renew to you the assurances of my most distinguished consideration.

GONZALO J. FACIO

Gonzalo J. Facio
Minister of Foreign Relations

MR. ELLWOOD M. RABENOLD,
Chargé d'Affaires ad interim of the
United States of America,
San José.

FIJI
Peace Corps

*Agreement continuing in force the agreement of June 25, 1968.
Effected by exchange of notes
Signed at Suva and Washington April 25 and June 27, 1972;
Entered into force June 27, 1972.*

*The Fijian Prime Minister and Minister for Foreign Affairs to the
Secretary of State*

PRIME MINISTER
SUVA, FIJI

1173/26/1

25th APRIL, 1972

SIR,

I have the honour to advise you that the Government of Fiji has examined the Exchange of Notes relating to the Establishment of a Peace Corps Programme in Fiji, which was signed between the Government of Fiji and the Government of the United States of America on 25th June, 1968,¹ at Suva.

The Government of Fiji affirms, for the avoidance of doubts, that notwithstanding that the agreement was signed before the independence of Fiji, it considers that the agreement remains in force.

I have the honour to be,

Sir,

Your obedient servant,

K. K. T. MARA

(K.K.T. Mara)

*Prime Minister and Minister
for Foreign Affairs*

THE SECRETARY OF STATE,
DEPARTMENT OF STATE,
Washington, D.C.

¹ TIAS 6515; 19 UST 5208.

*The Acting Secretary of State to the Fijian Prime Minister and
Minister for Foreign Affairs*

DEPARTMENT OF STATE
WASHINGTON

JUNE 27, 1972

SIR:

I have the honor to acknowledge the receipt of your note of April 25, 1972 in which it is stated that the Government of Fiji considers that the agreement of June 25, 1968 relating to the establishment of a Peace Corps program in Fiji remains in force between the United States and Fiji. I have the honor to inform you that the Government of the United States of America confirms this understanding.

Accept, Sir, the renewed assurances of my highest consideration.

JOHN N. IRWIN II

*Acting Secretary of State
of the United States of America*

The Honorable

RATU SIR KAMISESE K. T. MARA, K. B. E.,
*Prime Minister and Minister for
Foreign Affairs of Fiji,
Suva.*

TIAS 7377

THAILAND
**Telecommunications: Radio Transmitting and
Receiving Facilities**

*Agreement effected by exchange of notes
Signed at Bangkok August 11, 1965;
Entered into force August 11, 1965.*

The American Ambassador to the Thai Minister of Foreign Affairs

BANGKOK, August 11, 1965.

Excellency:

As part of our continuing cooperative effort to secure peace and freedom in Southeast Asia and in the spirit of trust and mutuality which exists between the Government of the United States of America and the Government of Thailand, discussions have been held between representatives of our respective governments regarding ways to strengthen our individual and joint efforts in the informational and psychological fields.

As a result of these discussions, agreement has now been reached covering the increased use of radio broadcasting for the mutual benefit of our respective governments, as follows:

1. There shall be established as soon as possible in Thailand:

(a) A one megawatt medium wave transmitting facility consisting of the required transmitter, power installations, antennas, buildings, housing and other ancillary installations and equipment. (This facility including all its elements shall hereafter be referred to as "the megawatt station.")

(b) One receiving station consisting of required receivers, power installations, recording and playback equipment, antennas, buildings, housing and other ancillary installations and equipment. (This facility including all its elements shall hereafter be referred to as "the receiving station.")

(c) One 100 KW medium wave transmitting facility consisting of required transmitter, antennas, building and other ancillary installations and equipment. (This facility including all its elements shall hereafter be referred to as "the 100 KW station.")

2. The Government of Thailand (referred to hereafter as "the RTG") extends to the Government of the United States of America

(referred to hereafter as "the USG") and the USG agrees to accept the right to design, construct and install all the above facilities. The parties agree that the USG shall undertake full and final responsibility for all such design, construction and installation and, in addition, for the operation and maintenance of the megawatt station and the receiving station. The parties similarly agree that the RTG shall undertake full and final responsibility for the operation and maintenance of the 100 KW station.

3. The sites for the megawatt and receiving stations shall be as mutually agreed to by the parties, it being understood that within the requirements of effective and economical operation a joint effort will be made to select crown lands for the sites.

The site for the 100 KW station shall be in the vicinity of Chiangmai at a precise location to be similarly selected by the parties.

4. The USG shall be responsible for all costs hereunder except as limited by paragraph 6 and further limited by the following costs for which the RTG has agreed to be responsible:

(a) All costs in connection with the operation and maintenance of the 100 KW station including the costs of (i) all personnel and their housing as may be required and (ii) power, together with any equipment and installations which may be needed to bring in such power. In addition, the RTG will bear the cost of the building in which the transmitter will be located and such studio buildings and equipment as may be required by the RTG.

If, at the request of the RTG, the USG assigns any of its personnel to advise and assist the RTG during the early stages of the station's operation, then the USG will be responsible for the costs of such assigned personnel.

(b) All land for the megawatt, receiving and 100 KW stations, including any rights of way required for access to the stations, it being understood that in addition to cost, the RTG shall be responsible for acquisition.

(c) One half the cost of any sub-station and transmission lines needed to bring in power for the megawatt station plus that portion of the total cost of power used by the megawatt station which corresponds to the ratio of hours broadcast by the RTG to the total hours of broadcasting on the station. It is understood that the rate payable for all power shall be the lowest available rate.

5. The USG will employ qualified Thai nationals to the greatest extent feasible in the construction of the facilities hereunder and in the operation and maintenance of the megawatt and receiving stations. In this connection, the USG agrees to conduct an employee training program for Thai nationals.

In addition to USG personnel who are assigned to USIS Thailand for work in connection with the facilities hereunder, the USG may find it necessary in the initial stages of testing and operations to bring in

USG employed technicians from abroad for a temporary assignment in connection with such facilities. The RTG agrees to allow such technicians to enter and remain in Thailand for such temporary assignment.

6. In furtherance of our joint effort to increase the use of radio broadcasting for the mutual benefit of our respective governments, it is agreed that an expansion and improvement of existing RTG short wave facilities is desirable.

In order to assure an effective expansion and improvement of such facilities, a period of study and analysis is required. It is agreed that the Joint Advisory Committee referred to in paragraph 8 will undertake such study and analysis and, based thereon, will make recommendations to our respective governments.

The USG agrees that it will furnish the equipment recommended by the Joint Advisory Committee, provided the cost to the USG therefor shall not exceed a total of \$250,000. Other than as specifically set forth in the preceding sentence, all costs in connection with the RTG short wave facilities shall be borne by the RTG.

7. In consideration for the undertakings of the RTG hereunder and in recognition of the legal requirements of the RTG, the USG agrees to transfer title to the facilities to the RTG as follows:

(a) At the time the megawatt station becomes operational and upon payment of one (1) baht to the USG by the RTG, title to the megawatt station and the receiving station shall be transferred to the RTG;

(b) Title to the 100 KW station shall be transferred to the RTG when it is completely installed and ready for operation.

(c) Title to short wave equipment furnished pursuant to paragraph 6 shall be transferred to the RTG upon delivery of the equipment to the RTG.

8. In recognition of the desire of our respective governments to assure that maximum advantage is taken of the opportunities the facilities will afford to serve our mutual purposes, a Joint Advisory Committee (hereafter referred to as "the Committee") shall be promptly formed. Each of our governments will appoint an equal number of representatives to the Committee. The date of the Committee's formation and the arrangements for its chairmanship and its methods and procedures shall be subject to the mutual agreement of our respective governments. Subject only to the requirements of this agreement, the Committee shall explore all ways and means for our governments to help each other give fullest effect to the purposes of this agreement having regard to their respective interests and to the sentiments of their peoples and, towards that end, shall make periodic reviews and recommendations concerning the programs being broadcast by our respective governments over the facilities hereunder. It is understood, of course, that ultimate responsibility for the implementation of this agreement rests with our respective governments.

9. The identification of the megawatt station shall be "The Voice of Free Asia" or any other name which the Committee may agree upon.

10. The frequency to be employed by the megawatt station shall be mutually agreed upon and will be assigned to the station by the RTG.

11. The parties agree to share broadcast time on the megawatt station in accordance with the following schedule:

0400 - 0530	USG
0530 - 0900	RTG
1600 - 1830	RTG
1830 - 2000	USG
2000 - 2030	RTG
2030 - 2400	USG

The above times are current Bangkok local times (GMT plus seven hours).

In the event either government elects not to use any of its allocated time periods, the other government may use such period, provided that the relinquishing government may always reinstate its time period on appropriate notice to the using government.

The Committee may from time to time make recommendations concerning adjustments in the above time period allocation schedule and each government agrees to consider carefully any such recommendation.

The RTG shall have the exclusive right to broadcast over the 100 KW station and the short wave facilities referred to in paragraph 6, it being understood that if recommended by the Committee and requested by the RTG, the USG will consider rendering programming assistance in connection with such broadcasting.

The USG shall have exclusive use of the receiving station which is required for receiving USG transmissions originating outside of Thailand.

12. Subject to the provisions of paragraph 8, each of the programs to be broadcast over the facilities, including its identification as to source and content, shall be the full responsibility of the government whose allocated time is being used for broadcasting such program. In this connection, each government agrees to consider carefully any recommendation made by the Committee in accordance with paragraph 8.

13. The term of this agreement shall commence upon the date of your reply note accepting the provisions of this note and shall continue for a period terminating fifteen (15) years following the date the megawatt station becomes operational.

The parties agree that during the final year of the term negotiations will be held between them to determine (a) whether and for what period the agreement should be extended; and (b) whether the arrangements set forth in this agreement should be revised. In the

event the parties cannot agree, then at any time following the end of the term, either government may give the other written notice of termination to be effective eighteen (18) months following receipt of such termination notice. In the event of such termination, the USG shall have the right to purchase the megawatt and receiving stations and the RTG agrees to sell such stations to the USG for one (1) baht.

14. It is understood that any obligation of the USG under this agreement involving its expenditure of funds is subject to the appropriation of such funds by the Congress of the United States. In this connection, the USG agrees to submit its request to the Congress as soon as possible under USG procedures following the receipt of your acceptance note. The USG agrees that as soon as it secures such appropriation it will notify the RTG of that fact.

15. It is understood that all materials, equipment and supplies, including spares and replacements, required in connection with the design, construction, installation, operation and maintenance of the facilities hereunder will be permitted to enter and, when no longer required, to leave Thailand free of any duty, tax or similar levy; provided, however, that applicable duties, taxes and levies shall be payable with respect to construction and installation materials, equipment and supplies which have been used while in Thailand for purposes other than those contemplated hereunder.

16. In order to assure the successful implementation of this mutually advantageous agreement, the parties agree that all questions arising hereunder will be settled by direct negotiations between them.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Thailand, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

GRAHAM MARTIN

His Excellency

THANAT KHOMAN,

Minister of Foreign Affairs

of the Kingdom of Thailand,

Bangkok.

The Thai Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
SARANROM PALACE

No. 0100/26510

11th AUGUST, B.E. 2508 (1965).

EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:—

“As part of our continuing cooperative effort to secure peace and freedom in Southeast Asia and in the spirit of trust and mutuality which exists between the Government of the United States of America and the Government of Thailand, discussions have been held between representatives of our respective governments regarding ways to strengthen our individual and joint efforts in the informational and psychological fields.

As a result of these discussions, agreement has now been reached covering the increased use of radio broadcasting for the mutual benefit of our respective governments, as follows:

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(c) One 100 KW medium wave transmitting facility consisting of required transmitter, antennas, building and other ancillary installations and equipment. (This facility including all its elements shall hereafter be referred to as “the 100 KW station.”)

2. The Government of Thailand (referred to hereafter as “the RTG”) extends to the Government of the United States of America (referred to hereafter as “the USG”) and the USG agrees to accept the right to design, construct and install all the above facilities. The parties agree that the USG shall undertake full and final responsibility for all such design, construction and installation and, in addition, for the operation and maintenance of the megawatt station and the receiving station. The parties similarly agree that the RTG shall undertake full and final responsibility for the operation and maintenance of the 100 KW station.

3. The sites for the megawatt and receiving stations shall be as mutually agreed to by the parties, it being understood that within

TIAS 7378

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The site for the 100 KW station shall be in the vicinity of Chiangmai at a precise location to be similarly selected by the parties.

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In addition to USG personnel who are assigned to USIS Thailand for work in connection with the facilities hereunder, the USG may find it necessary in the initial stages of testing and operations to bring in USG employed technicians from abroad for a temporary assignment in connection with such facilities. The RTG agrees to allow such technicians to enter and remain in Thailand for such temporary assignment.

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In order to assure an effective expansion and improvement of such facilities, a period of study and analysis is required. It is agreed that the Joint Advisory Committee referred to in paragraph 8 will undertake such study and analysis and, based thereon, will make recommendations to our respective governments.

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8. In recognition of the desire of our respective governments to assure that maximum advantage is taken of the opportunities the facilities will afford to serve our mutual purposes, a Joint Advisory Committee (hereafter referred to as "the Committee") shall be promptly formed. Each of our governments will appoint an equal number of representatives to the Committee. The date of the Committee's formation and the arrangements for its chairmanship and its methods and procedures shall be subject to the mutual agreement of our respective governments. Subject only to the requirements of this agreement, the Committee shall explore all ways and means for our governments to help each other give fullest effect to the purposes of this agreement having regard to their respective interests and to the sentiments of their peoples and, towards that end, shall make periodic reviews and recommendations concerning the programs being broadcast by our respective governments over the facilities hereunder. It is understood, of course, that ultimate responsibility for the implementation of this agreement rests with our respective governments.

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In the event either government elects not to use any of its allocated time periods, the other government may use such period, provided that the relinquishing government may always reinstate its time period on appropriate notice to the using government.

The Committee may from time to time make recommendations concerning adjustments in the above time period allocation schedule and each government agrees to consider carefully any such recommendation.

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13. The term of this agreement shall commence upon the date of your reply note accepting the provisions of this note and shall continue for a period terminating fifteen (15) years following the date the megawatt station becomes operational.

The parties agree that during the final year of the term negotiations will be held between them to determine (a) whether and for what period the agreement should be extended; and (b) whether the arrangements set forth in this agreement should be revised. In the event the parties cannot agree, then at any time following the end of the term, either government may give the other written notice of termination to be effective eighteen (18) months following receipt of such termination notice. In the event of such

termination, the USG shall have the right to purchase the megawatt and receiving stations and the RTG agrees to sell such stations to the USG for one (1) baht.

14. It is understood that any obligation of the USG under this agreement involving its expenditure of funds is subject to the appropriation of such funds by the Congress of the United States. In this connection, the USG agrees to submit its request to the Congress as soon as possible under USG procedures following the receipt of your acceptance note. The USG agrees that as soon as it secures such appropriation it will notify the RTG of that fact.

15. It is understood that all materials, equipment and supplies, including spares and replacements, required in connection with the design, construction, installation, operation and maintenance of the facilities hereunder will be permitted to enter and, when no longer required, to leave Thailand free of any duty, tax or similar levy; provided, however, that applicable duties, taxes and levies shall be payable with respect to construction and installation materials, equipment and supplies which have been used while in Thailand for purposes other than those contemplated hereunder.

16. In order to assure the successful implementation of this mutually advantageous agreement, the parties agree that all questions arising hereunder will be settled by direct negotiations between them.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Thailand, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply."

In reply I have the honour to state that the above proposal is acceptable to His Majesty's Government and to confirm that the present Note and Your Excellency's Note under reply constitute an agreement between the Government of Thailand and the Government of the United States of America on this subject.

Accept, Excellency, the renewed assurances of my highest consideration.

TH. KHOMAN

(Thanat Khoman)

Minister of Foreign Affairs

His Excellency

MONSIEUR GRAHAM MARTIN,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Bangkok.*

TIAS 7378

UNION OF SOVIET SOCIALIST REPUBLICS

Prevention of Incidents On and Over the High Seas

*Agreement signed at Moscow May 25, 1972;
Entered into force May 25, 1972.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS ON THE PREVENTION OF INCIDENTS ON AND OVER THE HIGH SEAS

The Government of the United States of America and the
Government of the Union of Soviet Socialist Republics,

Desiring to assure the safety of navigation of the ships
of their respective armed forces on the high seas and flight
of their military aircraft over the high seas, and

Guided by the principles and rules of international law,
Have decided to conclude this Agreement and have agreed
as follows:

ARTICLE I

For the purposes of this Agreement, the following definitions shall apply:

1. "Ship" means:

(a) A warship belonging to the naval forces of the Parties bearing the external marks distinguishing warships of its nationality, under the command of an officer duly commissioned by the government and whose name appears in the Navy list, and manned by a crew who are under regular naval discipline;

(b) Naval auxiliaries of the Parties, which include all naval ships authorized to fly the naval auxiliary flag where such a flag has been established by either Party.

2. "Aircraft" means all military manned heavier-than-air and lighter-than-air craft, excluding space craft.

3. "Formation" means an ordered arrangement of two or more ships proceeding together and normally maneuvered together.

ARTICLE II

The Parties shall take measures to instruct the commanding officers of their respective ships to observe strictly the letter and spirit of the International Regulations for Preventing Collisions at Sea, ^[1] hereinafter referred to as the Rules of the Road. The Parties recognize that their freedom to conduct operations on the high seas is based on the principles established under recognized international law and codified in the 1958 Geneva Convention on the High Seas.^[2]

¹ TIAS 5813; 16 UST 794.

² TIAS 5200; 13 UST 2312.

ARTICLE III

1. In all cases ships operating in proximity to each other, except when required to maintain course and speed under the Rules of the Road, shall remain well clear to avoid risk of collision.

2. Ships meeting or operating in the vicinity of a formation of the other Party shall, while conforming to the Rules of the Road, avoid maneuvering in a manner which would hinder the evolutions of the formation.

3. Formations shall not conduct maneuvers through areas of heavy traffic where internationally recognized traffic separation schemes are in effect.

4. Ships engaged in surveillance of other ships shall stay at a distance which avoids the risk of collision and also shall avoid executing maneuvers embarrassing or endangering the ships under surveillance. Except when required to maintain course and speed under the Rules of the Road, a surveillant shall take positive early action so as, in the exercise of good seamanship, not to embarrass or endanger ships under surveillance.

5. When ships of both Parties maneuver in sight of one another, such signals (flag, sound, and light) as are prescribed by the Rules of the Road, the International Code of Signals, or other mutually agreed signals, shall be adhered to for signalling operations and intentions.

6. Ships of the Parties shall not simulate attacks by aiming guns, missile launchers, torpedo tubes, and other weapons in the direction of a passing ship of the other Party, not launch any object in the direction of passing ships of the other Party, and not use searchlights or other powerful illumination devices to illuminate the navigation bridges of passing ships of the other Party.

7. When conducting exercises with submerged submarines, exercising ships shall show the appropriate signals prescribed by the International Code of Signals to warn ships of the presence of submarines in the area.

8. Ships of one Party when approaching ships of the other Party conducting operations as set forth in Rule 4 (c) of the Rules of the Road, and particularly ships engaged in launching or landing aircraft as well as ships engaged in replenishment underway, shall take appropriate measures not to hinder maneuvers of such ships and shall remain well clear.

ARTICLE IV

Commanders of aircraft of the Parties shall use the greatest caution and prudence in approaching aircraft and ships of the other Party operating on and over the high seas, in particular, ships engaged in launching or landing aircraft, and in the interest of mutual safety shall not permit: simulated attacks by the simulated use of weapons against aircraft and ships, or performance of various aerobatics over ships, or dropping various objects near them in such a manner as to be hazardous to ships or to constitute a hazard to navigation.

ARTICLE V

1. Ships of the Parties operating in sight of one another shall raise proper signals concerning their intent to begin launching or landing aircraft.

2. Aircraft of the Parties flying over the high seas in darkness or under instrument conditions shall, whenever feasible, display navigation lights.

ARTICLE VI

Both Parties shall:

1. Provide through the established system of radio broadcasts of information and warning to mariners, not less than 3 to 5 days in advance as a rule, notification of actions on the high seas which represent a danger to navigation or to aircraft in flight.

2. Make increased use of the informative signals contained in the International Code of Signals to signify the intentions of their respective ships when maneuvering in proximity to one another. At night, or in conditions of reduced visibility, or under conditions of lighting and such distances when signal flags are not distinct, flashing light should be used to inform ships of maneuvers which may hinder the movements of others or involve a risk of collision.

3. Utilize on a trial basis signals additional to those in the International Code of Signals, submitting such signals to the Intergovernmental Maritime Consultative Organization for its consideration and for the information of other States.

ARTICLE VII

The Parties shall exchange appropriate information concerning instances of collision, incidents which result in damage, or other incidents at sea between ships and aircraft of the Parties. The United States Navy shall provide such information through the Soviet Naval Attache in Washington and the Soviet Navy shall provide such information through the United States Naval Attache in Moscow.

ARTICLE VIII

This Agreement shall enter into force on the date of its signature and shall remain in force for a period of three years. It will thereafter be renewed without further action by the Parties for successive periods of three years each.

This Agreement may be terminated by either Party upon six months written notice to the other Party.

ARTICLE IX

The Parties shall meet within one year after the date of the signing of this Agreement to review the implementation of its terms. Similar consultations shall be held thereafter annually, or more frequently as the Parties may decide.

ARTICLE X

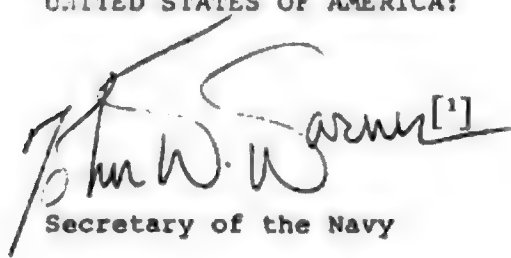
The Parties shall designate members to form a Committee which will consider specific measures in conformity with this Agreement. The Committee will, as a particular part of its

TIAS 7879

work, consider the practical workability of concrete fixed distances to be observed in encounters between ships, aircraft, and ships and aircraft. The Committee will meet within six months of the date of signature of this Agreement and submit its recommendations for decision by the Parties during the consultations prescribed in Article IX.

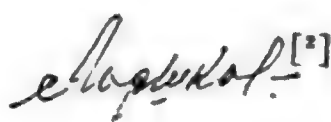
DONE in duplicate on the 25th day of May, 1972 in Moscow in the English and Russian languages each being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



Secretary of the Navy

FOR THE GOVERNMENT OF THE UNION
OF SOVIET SOCIALIST REPUBLICS:



Commander-in-Chief
of the Navy

¹ John W. Warner

² Sergei G. Gorshkov

СОГЛАШЕНИЕ

между Правительством Соединенных Штатов Америки и
Правительством Союза Советских Социалистических
Республик о предотвращении инцидентов в открытом
море и в воздушном пространстве над ним

Правительство Соединенных Штатов Америки и Правительство
Союза Советских Социалистических Республик,

стремясь обеспечить безопасность плавания кораблей своих
Вооруженных Сил в открытом море и полетов своих военных самолетов
в воздушном пространстве над открытым морем,

руководствуясь при этом принципами и нормами международного
права,

решили заключить настоящее Соглашение и согласились о
нижеследующем:

Статья I

Для целей настоящего Соглашения будут использоваться сле-
дующие определения:

I. "Корабль" означает:

а/ Боевой корабль, принадлежащий военно-морским силам
Сторон, имеющий внешние знаки, отличающие боевые корабли этой
национальности, находящийся под командованием офицера, состоящего
на государственной службе, фамилия которого включена в списки
военно-морских сил, и укомплектованный экипажем, подчиняющимся
регулярной военно-морской дисциплине;

б/ Вспомогательные суда военно-морских сил Сторон, которые
включают все военно-морские суда, имеющие право нести флаг вспо-
могательных судов ВМС в тех случаях, когда такой флаг предусмотрен
любой из Сторон;

2. "Самолет" означает все военные пилотируемые летательные
аппараты тяжелее и легче воздуха, исключая космические аппараты;

3. "Соединение" означает упорядоченное расположение двух или более кораблей, следующих вместе и обычно совместно маневрирующих.

Статья II

Стороны примут меры по неукоснительному соблюдению командирами кораблей духа и буквы Правил для предупреждения столкновений судов в море /ППСС/. Обе Стороны признают, что основой свободы плавания /операций/ в открытом море являются принципы, признанные международным правом, изложенные в Женевской конвенции об открытом море 1958 года.

Статья III

1. Во всех случаях корабли, действующие вблизи друг от друга, исключая моменты, когда в соответствии с ППСС кораблям необходимо сохранить постоянный курс и скорость, должны оставаться на достаточном удалении, чтобы избежать риска столкновения;

2. Корабли, встречающиеся с соединением кораблей другой Стороны или действующие вблизи от него, во исполнение ППСС, избегают такого маневрирования, которое затруднило бы выполнение маневров этим соединением;

3. Соединения кораблей не будут проводить маневров в районах интенсивного судоходства, где введены в действие международные схемы разделения движения судов;

4. Корабли, ведущие наблюдение за другими кораблями, обязаны удерживаться на расстоянии, исключаящем риск столкновений, а также избегать каких-либо маневров, стесняющих действия или создающих опасность кораблям, за которыми ведется наблюдение. За исключением тех случаев, когда корабль-наблюдатель должен в соответствии с ППСС идти прежним курсом и с той же скоростью хода,

он, в соответствии с хорошей морской практикой, будет предпринимать заблаговременные и уверенные действия, чтобы не создавать помех и не подвергать опасности корабли, за которыми ведется наблюдение;

5. При маневрировании на видимости друг у друга корабли Сторон для обозначения своих действий и намерений должны придерживаться тех сигналов /флажных, звуковых и световых/, которые предусмотрены в ППСС, Международном своде сигналов, или других взаимно согласованных сигналов;

6. Корабли Сторон не должны предпринимать имитации атак путем разворота орудий, пусковых установок, торпедных аппаратов и других видов оружия в направлении встречного корабля другой Стороны, не выбрасывать в направлении встречных кораблей другой Стороны какие-либо предметы, а также не использовать прожекторы или другие мощные осветительные средства для освещения ходовых мостиков встречных кораблей другой Стороны;

7. При проведении учений с подводными лодками, находящимися в подводном положении, для предупреждения кораблей о присутствии подводных лодок в данном районе корабли обеспечения должны нести соответствующий сигнал по Международному своду сигналов;

8. Корабли одной Стороны при приближении к кораблям другой Стороны, перечисленным в правиле 4/с/ППСС, в частности, к кораблям, занятым выпуском или приемом самолетов, а также к кораблям, занятым пополнением снабжения на ходу, должны принимать надлежащие меры к тому, чтобы не стеснять маневров таких кораблей и оставаться от них на достаточном удалении.

Статья IV

Командиры экипажей самолетов каждой из Сторон должны проявлять величайшую осторожность и благоразумие при приближении к самолетам другой Стороны, действующим над открытым морем, и

кораблям другой Стороны, действующим в открытом море, в частности, к кораблям, занятым выпуском или приемом самолетов, и в интересах взаимной безопасности не должны допускать: имитации атак путем имитации применения оружия по самолетам, любым кораблям, выполнения различных пилотажных фигур над кораблями и сбрасывания вблизи них различных предметов таким образом, чтобы они представляли опасность для кораблей или помехи для мореплавания.

Статья У

1. Корабли Сторон, находящиеся на видимости друг у друга, должны поднимать соответствующие сигналы о намерении начать обеспечение взлета или приема самолетов;

2. Самолеты Сторон при полетах над открытым морем в темное время и при полетах по приборам должны иметь включенными, когда это возможно, аэронавигационные огни.

Статья УІ

Обе Стороны будут:

1. Обеспечивать через установленную систему радиопередач извещений и предупреждений мореплавателям, как правило не менее чем за 3-5 суток, передачу оповещений о действиях в открытом море, которые представляют опасность для мореплавания или полетов самолетов;

2. Осуществлять расширенное использование информационных сигналов, содержащихся в Международном своде сигналов, для обозначения намерений своих кораблей, маневрирующих вблизи друг от друга. Ночью или в условиях пониженной видимости или в таких условиях освещенности и таких расстояний, когда флажные сигналы не различимы, следует использовать сигнальный прожектор для оповещения кораблей о маневрах, которые могут мешать движению других кораблей или создавать опасность столкновения;

3. Помимо сигналов, содержащихся в Международном своде сигналов, использовать в опытной порядке дополнительные сигналы, представив их в Межправительственную Морскую Консультативную Организацию на рассмотрение и для информирования других государств.

Статья УП

Обе Стороны будут обмениваться соответствующей информацией о случаях столкновений, инцидентов, в результате которых был нанесен материальный ущерб, или других инцидентов на море между кораблями и самолетами Сторон. ВМС США будут предоставлять такую информацию через Военно-морского атташе СССР в Вашингтоне, а ВМФ СССР будет предоставлять такую информацию через Военно-морского атташе США в Москве.

Статья УШ

Настоящее Соглашение вступает в силу в день его подписания и будет действовать в течение 3 лет. В дальнейшем оно будет автоматически продлеваться каждый раз на 3 года.

Действие настоящего Соглашения может быть прекращено любой из Сторон через 6 месяцев после письменного уведомления об этом другой Стороны.

Статья IX

Не позднее чем через год со дня подписания настоящего Соглашения представители Сторон встретятся, чтобы рассмотреть претворение в жизнь его положений. В последствии подобные консультации будут проводиться ежегодно или более часто, как это будет решено Сторонами.

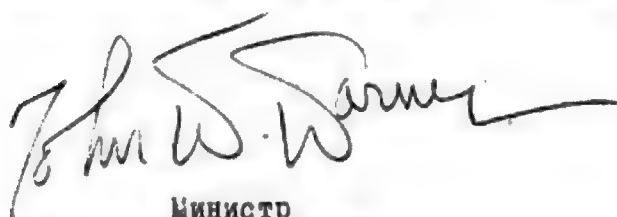
Статья X

Стороны назначают комиссию, которая рассмотрит конкретные меры в соответствии с настоящим Соглашением. Комиссия в частности рассмотрит практическую осуществимость конкретных фиксированных расстояний, которые надлежит соблюдать при сближении кораблей, самолетов, самолетов и кораблей.

Комиссия встретится в течение 6 месяцев со дня подписания настоящего Соглашения и представит такие рекомендации для принятия решения Сторонами во время консультаций, предусмотренных в статье IX.

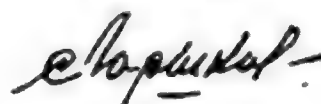
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ЗА ПРАВИТЕЛЬСТВО
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ



Министр
Военно-Морских Сил

ЗА ПРАВИТЕЛЬСТВО
СОЮЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ
РЕСПУБЛИК



Главнокомандующий
Военно-Морским флотом

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